

FILED
GREENVILLE CO. S.C.

DEC 31 3 32 PM '84

DONNIE S. TANKERSLEY
R.H.C.**MORTGAGE**
(Construction—Permanent)

THIS MORTGAGE is made this 31st day of December 1984, between the Mortgagor, Mickey W. and Donna J. Southern, (herein "Borrower"), and the Mortgagee, Newberry Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 1330 College Street, Newberry, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of forty-five thousand and no/100 (45,000.00) Dollars or so much thereof as may be advanced, which indebtedness is evidenced by Borrower's note dated December 31, 1984, (herein "Note"), providing for monthly installments of interest before the amortization commencement date and for monthly installments of principal and interest thereafter, with the balance of the indebtedness, if not sooner paid, due and payable on April 1, 2005;

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage and the performance of the covenants and agreements of Borrower herein contained, (b) the performance of the covenants and agreements of Borrower contained in a Construction Loan Agreement between Lender and Borrower dated December 31, 1984, (herein "Loan Agreement") as provided in paragraph 24 hereof, and (c) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant, and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina:

ALL that certain piece, parcel or lot of land, with all improvements presently existing or hereafter constructed thereon, and being shown as 2.0 acres on a plat prepared for Mickey W. and Donna J. Southern by J. L. Montgomery, III, P. S., dated July 11, 1984, said plat being recorded in Plat Book 10-W at Page 17, also being shown on a revised plat dated December 31, 1984 and recorded in Plat Book 11E at Page 1, R.M.C. Office for Greenville County, South Carolina, and having the following metes and bounds to wit:

BEGINNING at an iron pin as shown on said plat at the intersection of said property and a 25 ft. easement, and running thence N. 4-09 E. 422.44 feet to an iron pin; thence turning and running S. 85-55 E. 206.0 feet to an iron pin; thence turning and running S. 4-11 W. 433.04 feet to an iron pin; thence turning and running N. 82-58 W. 206.0 feet to an iron pin, the point of beginning.

ALSO included in this conveyance is an easement for ingress and egress Twenty-five feet (25') in width as shown on the aforesaid plat, leading from a public road, Fowler Road, to the property described herein. This easement shall run with the land and is appurtenant thereto.

The revised Plat referred to above is dated December 31, 1984 and was prepared by R. B. Bruce, R.L.S. for Mickey W. and Donna J. Southern.

Derivation: This being the same property conveyed to the mortgagors by deed of William H. Southern recorded August 15, 1984 in Deed Book 1219, Page 436, which has the address of 617 Fowler Road Simpsonville, S. C. 29681 (herein "Property Address");

[Street] [City]
[State and Zip Code]

TO HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property."

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant, and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements, or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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