

MORTGAGE

BOOK 1432 PAGE 800

THIS MORTGAGE is made this 13 day of December 1978, between the Mortgagor, B & B BUILDERS, INC. (herein "Borrower"), and the Mortgagee, POINSETT FEDERAL SAVINGS AND LOAN ASSOCIATION of Travelers Rest, a corporation organized and existing under the laws of the United States of America, whose address is 203 State Park Road, Travelers Rest, S. C. 29690 (herein "Lender").

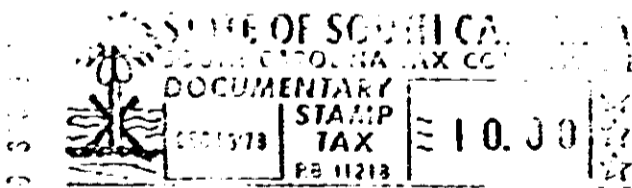
WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty Five Thousand and 00/100-- (\$25,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated December 13, 1978 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on June 1, 1984

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, and (b) 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 located in the County of Greenville, State of South Carolina, and being shown and designated as Lot No. 56 and a portion of Lot No. 57 according to a plat entitled "Sunny Acres Sub-division" recorded in the R.M.C. Office for Greenville County in Plat Book BB at Pages 168 and 169, and having, according to a more recent plat entitled "B & B Builders" by W. R. Williams, Jr., dated December, 1978, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southern edge of Cox Drive at the line of property now or formerly belonging to Tankersley and running thence with the right-of-way of Cox Drive, the following courses and distances: N. 76-45 E. 79.6 feet to an iron pin; S. 84-20 E. 73.8 feet to an iron pin; N. 84-20 E. 60 feet to an iron pin; thence with a new line through the middle of Lot No. 57, S. 7-14 E. 139.5 feet to an iron pin in the line of Lot No. 94; thence with the line of Lot No. 94, S. 70-05 W. 139 feet to an iron pin in the line of property now or formerly belonging to Tankersley; thence with the line of property now or formerly belonging to Tankersley, N. 30-00 W. 195 feet to an iron pin on the Southern side of Cox Drive, the point of beginning.

BEING a portion of the same property conveyed to the Mortgagor herein by deed of Poinsett Service Corporation, said deed being dated May 17, 1978 and recorded in the R.M.C. Office for Greenville County in Deed Book 1079 at Page 735.



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which has the address of Cox Drive (Street) (City) (herein "Property Address"); (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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