

# MORTGAGE

(Construction—Permanent)

THIS MORTGAGE is made this 28th day of April, 1978, between the Mortgagor, J. Allen Thompson, Jr. and Nancy A. Thompson, (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 1500 Hampton Street, Columbia, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Seventy-Four Thousand Four Hundred & No/100 (\$74,400.00) Dollars or so much thereof as may be advanced, which indebtedness is evidenced by Borrower's note dated April 28, 1978, (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 October 1, 2007;

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 April 28, 1978, (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 piece, parcel or lot of land situate, lying and being on the southern side of Mustang Circle in Austin Township, Greenville County, S. C., being shown and designated as Lot No. 13 on plat of the subdivision of S.I. RANCHETTES, SECTION I, made by Dalton & Neves, Engineers, dated April 1965, and recorded in the RMC Office for Greenville County, S. C., in Plats Book JJJ, Page 31, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Mustang Circle at the joint front corner of Lots 13 and 14, and running thence along the common line of said lots S 27-12 E 380.7 feet to an iron pin; thence S 74-51 E 250 feet to an iron pin at the joint rear corner of Lots 12 and 13; thence along the common line of said lots N 25-21 W 390.6 feet to an iron pin on Mustang Circle; thence along the southern side of Mustang Circle N 78-30 E 159 feet to an iron pin; thence continuing along said side of Mustang Circle N 76-06 E 81 feet to an iron pin, the beginning corner.

This being the identical property conveyed to the mortgagor herein by deed of Lawrence J. Sturcken recorded in the RMC Office for Greenville County, S. C., in Deeds Book 1062, Page 644, on August 16, 1977.

Derivation: (above)

which has the address of Lot 13 Mustang Circle Simpsonville,  
[Street] [City]

S. C. 29681 (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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