

FILED
GREENVILLE CO. S. C.
JAN 11 2 38 PM '79
CLARENCE S. TANNER, JR.
S.C.

1004 011

MORTGAGE

(Construction—Permanent)

THIS MORTGAGE is made this 10th day of January 1979, between the Mortgagor, Cothran & Darby Builders, Inc. (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 Sixty-Five Thousand Two Hundred and no/100ths (\$65,200.00) Dollars or so much thereof as may be advanced, which indebtedness is evidenced by Borrower's note dated January 10, 1979 (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, 2009.

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 January 10, 1979 (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 the buildings and improvements thereon, lying and being on the Southerly side of Cliffwood Court near the City of Greenville, South Carolina being known and designated as Lot No. 363 on plat entitled "Map No. 5, Sugar Creek" as recorded in the R. M. C. Office of Greenville, South Carolina in Plat Book 6-H, page 63 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southerly side of Cliffwood Court said pin being the joint front corner of Lot Nos. 362 and 363 and running thence with the common line of said lots S. 25-25 E. 169.65 feet to an iron pin the joint rear corner of Lot Nos. 362 and 363; thence S. 36-05 W. 75.26 feet to an iron pin; thence turning and running N. 59-59 W. 169.41 feet to an iron pin the joint rear corner of Lot Nos. 363 and 364; thence with the common line of said lots N. 23-35 E. 140 feet to an iron pin on the Southerly side of Cliffwood Court; thence with the Southerly side of Cliffwood Court on a curve the chord of which is N. 89-05 E. 62.20 feet to an iron pin the point of beginning.

This is the identical property conveyed to the mortgagors herein by deed of M. Graham Proffitt, III, Ellis L. Darby, Jr. and John Cothran Company, Inc. dated January 10, 1979 and recorded January 11, 1979, in Deed Book 1095 at page 193 in the R. M. C. Office for Greenville County, South Carolina.

Derivation:

OFFICE OF SOUTH CAROLINA
RECORDS & TAX COMMISSION
PERMANENT
STAMP
TAX \$ 26.03

which has the address of Lot No. 363, Cliffwood Court, Sugar Creek Greer
(Street) (City)
S. C. 29651 (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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