GREENVILLE CO. S. C.

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DONNIE S. TANKERSLEY
R.M.C.

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## **MORTGAGE**

(Construction—Permanent)

THIS MORTGAGE is made this <u>13th</u> day of <u>July</u> ,
19 78, between the Mortgagor, Danco, Inc.
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 Fifty-four Thousand Six Hundred and No/100 (\$54,600.00)Dollars or so much thereof as may be advanced, which indebtedness is evidenced by Borrower's note datedJuly 13, 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 onJanuary 1, 1980;
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
designated as Lot No. 71, plat of Forrester Woods, Section 7, recorded in the R.M.C. Office for Greenville County in Plat Book 5-P, pages 21 and 22, and having, according to said plat, the following metes and bounds, to-wit:
BEGINNING at a point on Pigeon Point at the joint front corner of Lots Nos. 71 and 72 and running thence with the common line of said lots, S. 72-22 E., 149.3 feet to a point on Miller Road; thence turning and running along Miller Road N. 13-26 E., 100 feet to a point, the joint rear corner of Lots Nos. 70 and 71; thence turning and running with the common line of said lots, N. 72-19 W., 147.4 feet to a point on Pigeon Point, joint front corner of Lots Nos. 70 and 71; thence turning and running with Pigeon Point, S. 14-31 W., 100 feet to the beginning point.
This is a portion of the property conveyed to the mortgagor herein by deed of W. D. Yarborough dated May 9, 1978 recorded May 11, 1978 in Deed Book 1078 at Page 982 in the RMC Office for Greenville County.
This is a corrective mortgage which corrects scrivener's error in that mortgage recorded in the RMC Office for Greenville County on June 13, 1978 in Mortgage Book 1438 at Page 20. The error in such mortgage is that the lien of said mortgage was placed against Lot No. 70, Forrester Woods, Section 7, Plat Book 5-P, pages 21 and 22, and said mortgage should have been placed on Lot No. 71, Forrester Woods, Section 7, Plat Book 5-P, pages 21 and 22.
Derivation: (see above)
which has the address of Route 10, Pigeon Point Greenville [Street] [City]
S. C. 29607 (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.

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SOUTH CAROLINA-1 to 4 Family-6/75-FNMA/FHLMC UNIFORM INSTRUMENT (with amendment adding Para. 24)

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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