

FILED
GREENVILLE CO. S. C.
MAY 31 11 31 AM '79
DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE

(Construction—Permanent)

THIS MORTGAGE is made this 29th day of May, 1979, between the Mortgagor, T. Walter Brashier, (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").

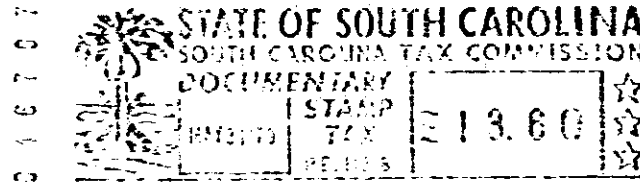
WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty four thousand and 00/100 (\$34,000.00) Dollars or so much thereof as may be advanced, which indebtedness is evidenced by Borrower's note dated May 29, 1979, (herein "Note"), providing for monthly installments of interest before the 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 January 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 May 29, 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 situate, lying and being in the County of Greenville, State of South Carolina, on the western side of Batesview Drive and being known and designated as Lot No. 2 on plat of WILDWOOD ACRES, prepared by Jones Engineering Service, dated May 25, 1978, revised October 26, 1978, and recorded in the RMC Office for Greenville County in Plat Book 6-H at page 83, and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the western side of Batesview Drive, joint front corner of Lots 1 and 2 and running thence along the common line of said lots, S. 79-13 W. 166.6 feet to an iron pin; running thence N. 12-07 W. 47 feet to an iron pin at the joint rear corner of Lots 2 and 3; running thence along the common line of said lots, N. 74-53 E. 171.4 feet to an iron pin on the western side of Batesview Drive; running thence with the western side of Batesview Drive S. 7-39 E. 60 feet to the point of beginning.

The mailing address of the mortgagee herein is PO Box 937, Greenville, S. C. 29602.



Derivation: This is a portion of that same property conveyed to the mortgagor herein by deed from James M. Gilfillin recorded in the RMC Office for Greenville County in Deed Book 992 at page 478 on January 18, 1974, which has the address of Lot 2, Batesview Drive, Greenville, [Street] [City]

S. C. _____ (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.

GCTD ----- 2 MY 31 79

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