

STATE OF SOUTH CAROLINA
SOUTH CAROLINA
SOUTH CAROLINA

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FILED
GREENVILLE CO. S.C.

MORTGAGE
(Construction—Permanent)
NOV 15 12 46 PM '79
R.M.C. TANKERSLEY

THIS MORTGAGE is made this 15th day of November, 1979, between the Mortgagor, M. G. Proffitt, 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 Seventy-Four Thousand Nine Hundred and No/100 (\$74,900.00) Dollars or so much thereof as may be advanced, which indebtedness is evidenced by Borrower's note dated November 15, 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 August 1, 2010:

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 November 15, 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 easterly side of Sugarcane Court, near the City of Greenville, S. C., being known and designated as Lot No. 22 on plat entitled "Map 7, Sugar Creek" as recorded in the RMC Office for Greenville County, S. C., in Plat Book 7C at Page 15, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the easterly side of Sugarcane Court, said pin being the joint front corner of Lots 22 and 23, and running thence with the common line of said lots, S. 57-39-16 E. 175.13 feet to an iron pin, the joint rear corner of Lots 22 and 23; thence with the common line of Lots 22 and 35, N. 53-29-17 E. 101.38 feet to an iron pin, the joint rear corner of Lots 22 and 35; thence N. 37-18-12 W. 181.93 feet to an iron pin, the joint rear corner of Lots 21 and 22; thence with the common line of said lots, S. 62-20-44 W. 132.25 feet to an iron pin on the easterly side of Sugarcane Court; thence with the easterly side of Sugarcane Court on a curve, the chord of which is S. 2-20-44 W. 50 feet to an iron pin, the point of beginning.

This is the same property conveyed to the Mortgagor herein by deed of M. Graham Proffitt, III, Ellis L. Darby and John Cothran Company, Inc. dated November 15, 1979, recorded in the RMC Office for Greenville County in Deed Book 1115 at Page 671.

which has the address of Lot 22, Sugar Creek (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 seized 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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