

FILED
GREENVILLE CO. S. C.

1022 845

OCT 31 1 17 PM '80

JOHN T. TARRERSLEY
R.M.C.

MORTGAGE

(Construction—Permanent)

THIS MORTGAGE is made this 30th day of October, 1980, between the Mortgagor, Jerry E. Milliken and Charlotte P. Milliken, (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").

4
5
6
7
8
9

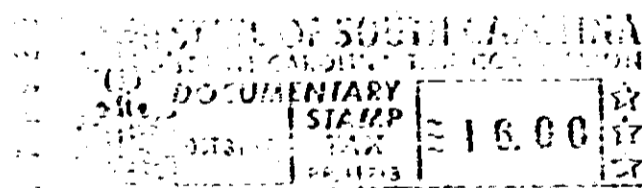
WHEREAS, Borrower is indebted to Lender in the principal sum of Forty Thousand and 00/100 Dollars or so much thereof as may be advanced, which indebtedness is evidenced by Borrower's note dated October 30, 1980, (herein "Note"), providing for monthly installments of interest before the amortization commencement date and for monthly installments of principal and interest thereafter, with the balance of the indebtedness, if not sooner paid, due and payable on June 1, 1996;

4
5
6
7
8
9

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 October 30, 1980, (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, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated as Lot 10, addition to Section II, Westcliffe Subdivision, as shown on plat thereof prepared by Piedmont Engineers & Architects on April 3, 1970, and recorded in the RMC Office for Greenville County in Plat Book 4-F, at page 32, and having according to said plat the following metes and bounds to wit:

BEGINNING at iron pin at the joint front corner of Lots 9 and 10 and running thence N. 17-29 W. 187 feet; running thence along the line of Lot 11, N. 84-25 E. 225 feet to Saluda Lake Road; thence along Saluda Lake Road S. 3-54 E. 126.2 feet to a curve; thence with the curve, the chord of which is S 35-03 W. 38.6 feet to an iron pin; running thence with Eastcliffe Way S. 74-30 W. 160 feet to the beginning corner.



Derivation: This is the same property conveyed to the mortgagors herein by deed of Sylvia M. Tinsley dated February 9, 1980 and recorded in the RMC Office on February 11, 1980 in Deed Book 1120 at page 339 which has the address of Saluda Lake Road, Greenville,

South Carolina (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.

6
4
00
0

4328 RV-2