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GREENVILLE S.C.

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DONALD E. WARRERSLEY  
R.M.C.

BOOK 1535 PAGE 287

## MORTGAGE (Construction)

THIS MORTGAGE is made this 13th day of March,  
19 81, between the Mortgagor, Carolina Builders & Realty, 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 Forty-four thousand eight  
hundred and 00/100 (44,800.00) Dollars or so much thereof as may be advanced, which  
indebtedness is evidenced by Borrower's note dated \_\_\_\_\_, (herein "Note"),  
providing for monthly installments of interest, with the principal indebtedness, if not sooner paid, due and payable  
on September 1, 1982.

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 Bor-  
rower dated March 13, 1981, (herein "Loan Agreement") as provided in paragraph 20  
hereof, and (c) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to  
paragraph 17 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, and being known and designated as  
Lot 57, Terrace Gardens Subdivision, according to a Plat prepared of said subdivision,  
dated August 26, 1959, which said Plat is recorded in the RMC Office of Greenville  
County, South Carolina, Plat Book QQ, at page 85, according to said Plat having the  
following courses and distances, to-wit:

Beginning at a point on edge of Barry Drive, joint front corner with Lot 58 and  
running thence with the common line with said lot, N.51-58W. 214.9 ft. to an iron  
pin and in line with Lot 51; thence running with the common line with Lot 51 and  
52, N.43-10E. 80 ft. to an iron pin, joint rear corner with Lot 56; thence running  
with the common line with said lot, S.60-15E. 207.2 ft. to a point on edge of  
Barry Drive; thence running with the edge of said drive, S.34-38E. 20 ft. to a point  
on edge of said drive; thence continuing with edge of said drive, S.38-02W. 87.8  
ft. to a point on edge of said drive, the point of beginning.

Derivation: The within property is identical property conveyed to the Mortgagor herein  
by deed of Carmen L. Brown, which said deed is being recorded simultaneously with  
the recording of the within instrument,  
which has the address of Lot 57 Barry Dr., Terrace Gardens S/D, Greer  
\_\_\_\_\_,  
[Street] [City]

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 im-  
provements 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, all fixtures now or hereafter attached to  
the property, and all appliances, building materials, and other moveables placed in or upon the property if the same  
were paid for, or were intended to be paid for, from the proceeds of this loan, 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 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 demand, 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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