

Mailing Address: P. O. Box 937  
Greenville, S. C. 29602

2-1977

FILED  
GREENVILLE, S. C.  
JUN 5 4 22 PM '81  
DONN L. TANNERSLEY  
R.M.C.

BOOK 1543 PAGE 397

### MORTGAGE (Construction)

(#6219)  
THIS MORTGAGE is made this 5th day of June,  
19 81, between the Mortgagor, Cothran & Darby Builders, 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 ~~Fifty-eight thousand four hundred~~  
~~fifty and no/100~~ (58,450.00) 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 December 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 June 5, 19 81, (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 of lot of land with the buildings and improve-  
ments thereon lying and being on the northerly and westerly side of Tananger  
Circle, near the City of Greenville, South Carolina, and being designated as  
Patio Home Lot No. 53, on plat recorded in the RMC Office for Greenville County  
in Plat Book 7X, page 79, and having according to said plat, the following  
metes and bounds, to-wit:

BEGINNING at an iron pin on the westerly side of Tananger Circle, joint front  
corner of Lots 53 and 54, and running thence along the common line of said  
lots N. 88-36 W. 89.5 feet to an iron pin, joint rear corner of Lots 52 and  
53; thence along the common line of said lots S. 1-24 W. 84.5 feet to an iron  
pin on the northerly side of Tananger Circle; thence along said Circle S. 88-  
36 E. 60 feet to an iron pin; thence continuing with said Circle around a  
corner on a curve the chord of which is N. 46-24 E. 41.72 feet to an iron pin  
on the westerly side of Tananger Circle; thence continuing along said Circle  
N. 1-24 E. 55 feet to an iron pin, the point of beginning.

RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF GREENVILLE, SOUTH CAROLINA  
ON \_\_\_\_\_ 1981  
DOCUMENTARY  
15448  
23 00

Derivation: This is a portion of the same property conveyed to the mortgagor herein by deed  
of Trendsetter Development Company, Inc. of even date herewith to be recorded.

which has the address of Lot 53 Sugar Creek Villas, 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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