

2-1977 GREENVILLE CO. S.C.
FILED
SEP 30 12 01 PM '82
DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE (Construction)

THIS MORTGAGE is made this 28th day of September, 1982, between the Mortgagor, Williams Street Development Corp., (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 One hundred thousand and no/100 (100,000.00) Dollars or so much thereof as may be advanced, which indebtedness is evidenced by Borrower's note dated September, 1982, (herein "Note"), providing for monthly installments of interest, with the principal indebtedness, if not sooner paid, due and payable on March 1, 1984.

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 September, 1982, (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

Greenville, State of South Carolina:
ALL that certain piece, parcel or lot of land, together with all improvements thereon, situate, lying and being on the Western side of Parkins Mill Road, in the City of Greenville, County of Greenville, State of South Carolina, being shown and designated as Lot No. 10 on plat of Parkins Knoll, prepared by Piedmont Engineers & Architects, dated May 18, 1973, and recorded in the RMC Office for Greenville County, S. C. in Plat Book 5D, at Page 34, and being further shown and designated on plat entitled Property of Williams Street Development Corp, prepared by Carolina Surveying Co., on August 23, 1982, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the Western side of Parkins Mill Road at the joint front corner of Lots Nos. 10 and 9, and running thence with the Western side of Parkins Mill Road, the following courses and distances: S. 2-06 W. 18.5 feet to an iron pin; thence S. 10-45 W. 150.2 feet to an iron pin; thence S. 21-28 W. 57.5 feet to an iron pin; thence S. 30-13 W. 94 feet to an iron pin; thence S. 39-58 W. 88 feet to an iron pin at the joint front corner of Lot No. 10 and property now or formerly of Duke Power Co.; thence with the joint line of Lot No. 10 and property now or formerly of Duke Power Co., the following courses and distances: N. 33-34 W. 338.3 feet to an iron pin; thence N. 38-10 W. 135.2 feet to an iron pin at the joint rear corner of Lots Nos. 10 and 9; thence with the joint line of said lots, S. 87-18 E. 424.7 feet to the point of beginning.

Derivation: This is the same property conveyed to the Mortgagor herein by deed of Parkins Knoll, Inc. dated September 28, 1982, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1174, at Page 816.

which has the address of Lot 10 Parkins Mill Road, Greenville,
[Street] [City]
South Carolina 29607 (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, 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.

RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF GREENVILLE, SOUTH CAROLINA
ON SEP 28 1982
BY [Signature]
DEPUTY CLERK

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