

2-1977

FILED
GREENVILLE CO. S. C.

MAR 31 2 48 PM '83

DONNIE S. TANKERSLEY
R.M.C.

BOOK 1599 PAGE 897

MORTGAGE (Construction)

THIS MORTGAGE is made this 18 29th KB day of March, 1983, between the Mortgagor, Edwin G. Baker and Kelly W. Baker, (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 Thirty thousand and no/100-----
(\$30,000.00)-----Dollars or so much thereof as may be advanced, which indebtedness is evidenced by Borrower's note dated March 29, 1983, (herein "Note"), providing for monthly installments of interest, with the principal indebtedness, if not sooner paid, due and payable on December 1, 1983.

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 March 29, 1983, (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:

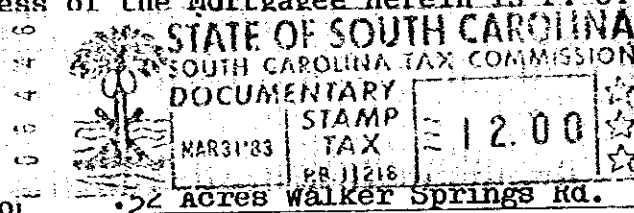
ALL that certain piece, parcel or tract of land situate, lying and being in the County of Greenville, State of South Carolina, in Chick Springs Township, being shown as Tract No. 2, containing 0.52 acre, on plat entitled "Property of Martha E. Wood", prepared by C. O. Riddle, RLS, dated January 9, 1981, revised May 25, 1982, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of a drive easement as shown on plat referred to hereinabove at the joint front corner of Tracts Nos. 1 and 2, said pin being approximately 286.09 feet from Walker Springs Road and running thence along the southeastern side of said drive easement, N.05-39 E. 189.14 feet to an old iron pin; thence turning and running S.47-19 E. 252.41 feet to an old iron pin; thence turning and running S.19-35 W. 38.26 feet to an iron pin, joint rear corner of Tracts Nos. 1 and 2; thence turning and running N.84-21 W. 192.26 feet to the point of beginning.

THIS is the same property as that conveyed to the Mortgagors herein by deed from Martha E. Wood recorded in the RMC Office for Greenville County in Deed Book 1169 at Page 597 on July 2, 1982 and corrective deed recorded in Deed Book 1170 at Page 621 on July 23, 1982.

THE mailing address of the Mortgagee herein is P. O. Box 10797, Greenville, South Carolina 29603.

Derivation:



which has the address of .22 ACRES Walker Springs Rd. Taylors

South Carolina 29687 (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.