

FILED  
OFFICE OF THE REGISTER  
SEP 13 10 37 AM '84  
R.M.C.

**MORTGAGE**  
(Construction)

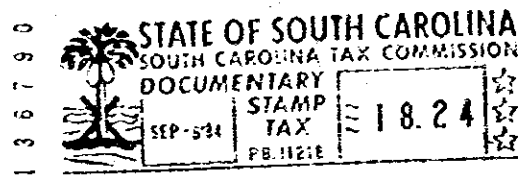
THIS MORTGAGE is made this 7th day of September, 1984 between the Mortgagor, Foothills Delta P, Inc., (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings Bank, a corporation organized and existing under the laws of the United States of America, whose address is 1500 Hampton Street, Columbia, South Carolina, (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Sixty Thousand Seven Hundred Fifty and No/100 Dollars or so much thereof as may be advanced, which indebtedness is evidenced by Borrower's note dated September 7, 1984, (herein "Note"), providing for monthly installments of interest, with the principal indebtedness, if not sooner paid, due and payable on June 1, 1985.

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 7, 1984 (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 State of South Carolina, County of Greenville, being known and designated as Lot No. 82 on plat of DEVENGER POINTE SUBDIVISION, SECTION ONE, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 9-F, at page 59, reference to which is hereby made for a more complete description by metes and bounds.

This is the same property conveyed to the Mortgagor by Devenger Pointe Company, a South Carolina Partnership, by deed of even date, recorded herewith.



Derivation:

which has the address of Lot 82 Devenger Road Greer, S. C., 29651 (herein "Property Address");  
[State and Zip Code] [Street] [City]

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, 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 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.

RECORDED

4325-11-21