

GREENVILLE CO. S. C.
 DEC 5 3 54 PM '79
 DONNIE STANKERSLEY
 R.M.C.

P. O. Box 937
 Greenville, S. C. 29602

MORTGAGE
 (Construction—Permanent)

THIS MORTGAGE is made this 4th day of December, 1979, 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 Seventy Two Thousand and no/100 (\$72,000.00) Dollars or so much thereof as may be advanced, which indebtedness is evidenced by Borrower's note dated December 4, 1979, (herein "Note"), providing for monthly installments of interest before the amortization commencement date and for monthly installments of principal and interest thereafter, with the balance of the indebtedness, if not sooner paid, due and payable on August 1, 2010;

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 December 4, 1979, (herein "Loan Agreement") as provided in paragraph 24 hereof, and (c) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 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 with the buildings and improvements thereon lying and being on the northwesterly side of White Water Court, near the City of Greenville, S. C., and being designated as Lot 170 on a plat entitled "Revision Lots 170 & 171, Map No. 2, Sugar Creek" as recorded in the RMC Office for Greenville County, S. C. in Plat Book 70, Page 73, (for original plat, see Plat Book 4F, Page 85), and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a drill hole on the northwesterly side of White Water Court, being the center of a joint driveway and also, the joint front corner of Lots 170 and 171, and running thence along the common line of said lots N. 74-55 W. 49.56 feet to a point; thence continuing along the common line of said lots N. 66-38-31 W. 123.07 feet to an X on manhole cover ring; thence N. 53-52 E. 95.12 feet to an iron pin; thence N. 62-49-25 E. 76.85 feet to an iron pin, joint rear corner of Lots 169 and 170; thence along the common line of said lots S. 27-09-46 E. 152.23 feet to an iron pin on the northwesterly side of White Water Court; thence along said Court on a curve the chord of which is S. 71-53-44 W. 56.5 feet to a drill hole, the point of beginning, including the joint and reciprocal easement appurtenant for the purpose of ingress and egress to Lots 170 and 171.

STATE OF SOUTH CAROLINA
 SOUTH CAROLINA TAX COMMISSION
 DOCUMENTARY
 STAMP
 TAX
 28.00

Derivation: This is the same property conveyed to the mortgagor herein by deed of M. Graham Proffitt, III, Ellis L. Darby, Jr. and John Cothran Company, Inc. of even date herewith to be recorded. which has the address of Lot 170, Sugar Creek, near Greenville, Greer, [City]

South Carolina 29651 (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, and all fixtures now or hereafter attached to the property, 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 (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property."

Borrower covenants that Borrower is lawfully seised 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.

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