

FILED  
GREENVILLE S.C.  
APR 27 4 18 PM '84  
JONNIE S. WILKINSLEY  
R.M.C.

**ADJUSTABLE MORTGAGE**  
(Construction—Permanent)

THIS MORTGAGE is made this 26th day of April 1984, between the Mortgagor, FOXFIRE PROPERTIES, INC, (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings Bank, a corporation organized and existing under the laws of 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 THIRTY-ONE THOUSAND FOUR HUNDRED (\$131,400.00) Dollars or so much thereof as may be advanced, which indebtedness is evidenced by Borrower's note dated April 26, 1984 (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 May 1, 2014

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 April 26, 1984, (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 southwesterly side of Sweetwater Road, near the City of Greenville, South Carolina, being known and designated as Lot No. 462 on a plat entitled "Map Two, Section Two, Sugar Creek", as recorded in the RMC Office for Greenville County, S.C., in Plat Book 7-X at Page 19, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwesterly side of Sweetwater Road, said pin being the joint front corner of Lots 461 and 462, and running thence with the common line of said lots S. 74-14-36 W. 183.23 feet to an iron pin at the joint rear corner of Lots 461 and 462; thence S. 31-45-02 E. 124.25 feet to an iron pin, the joint rear corner of Lots 462 and 463; thence with the common line of said lots N. 64-19-24 E. 162.55 feet to an iron pin on the southwesterly side of Sweetwater Road; thence with the southwesterly side of Sweetwater Road N. 25-40-37 W. 36.65 feet to an iron pin; thence continuing with said road N. 20-43 W. 55.54 feet to an iron pin, the point of beginning.

This being the same property conveyed to the Mortgagor by deed of John Cothran Company, Inc., a South Carolina Corporation, M. Derivation: Graham Proffitt, III, and Ellis L. Darby, Jr., to be executed and recorded of even date herewith.

which has the address of Lot 462, Sweetwater Road, Sugar Creek, Greenville, S. C. 29651 (herein "Property Address");

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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