

2-1977 FILED GREEN CO. S.C.

APR 10 1981

DONNIE E. TANKERSLEY
A.M.C.

PAID AND FULLY SATISFIED
This 21 Day of April 1982
South Carolina Federal Savings & Loan Assn.

MORTGAGE
(Construction) *for A. Monthly & more
Lark Coughlin
W. G. Martin*

THIS MORTGAGE is made this tenth day of April,
1982, between the Mortgagor, Danco, Inc. and Libby Yarborough,

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-eight thousand four hundred and 00/100 (78,400.00) Dollars or so much thereof as may be advanced, which indebtedness is evidenced by Borrower's note dated April 10, 1981 (herein "Note"), providing for monthly installments of interest, with the principal indebtedness, if not sooner paid, due and payable on October 1, 1982.

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 10, 1981, (herein "Loan Agreement") as provided in paragraph 20, hereof, and (c) the repayment of any future advances, with interest thereon, made hereby mortgage, grant, and convey to Lender pursuant to paragraph 17 hereof (herein "Future Advances"). Borrower does hereby mortgage, grant, and convey to Lender and its successors and assigns the following described property located in the County of Greenville, *at the point of beginning*.

Deed recited:
Deed of V. D. Yarborough dated May 11, 1978, recorded at the SMC Office
for Greenville County at Deed Book 1078 page 982.
which has the address of Lot 3, Forrester Woods S/D, Greenville, *Kirby*

South Carolina (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, 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.

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3/23/74