

147: 191

NCNB Mortgage South, Inc.

STATE OF SOUTH CAROLINA

COUNTY OF Greenville

CONSTRUCTION LOAN MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN

WHEREAS, **A. J. Prince Builders, Inc.,**

(hereinafter referred to as Mortgagor) is well and truly indebted unto NCNB Mortgage South, Inc. (hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of

Forty Four Thousand and 00/100----- Dollars (\$ 44,000.00 due and payable with interest thereon at the same rate as evidenced by the Mortgagor's note of even date herewith payable as therein stated, or as hereafter modified by mutual agreement, in writing, the terms of said note and any agreement modifying it are incorporated herein by reference; and an additional sum in a like amount if advanced pursuant to the covenants herein, the note secured hereby or the construction loan agreement between mortgagor and mortgagee, the total of said sums being the maximum principal amount of this mortgage.

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes.

NOW, KNOW ALL MEN, that the Mortgagor, in consideration of the aforesaid debt and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

"All that certain piece, parcel or lot of land, with all improvements thereon or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of **Greenville, at the intersection of Lipizzan Way and Andalusian Trail, and being known and designated as Lot No. 76 according to a plat of Heritage Lakes Subdivision prepared by Heaner Engineering Co., Inc., dated March 11, 1974, revised October 20, 1977 and recorded in the R.M.C. Office for Greenville County in Plat Book 6H at Page 17, and having according to said plat the following metes and bounds, to-wit:**

BEGINNING at a point on the western side of Andalusian Trail at the joint front corner of Lots 75 and 76 and thence with the western side of said Andalusian Trail, S. 00-19-13 E. 105.91 feet to a point at the curve of the intersection of Andalusian Trail and Lipizzan Way; thence with the curve of said intersection the chord of which is S. 38-21-35 W. 36.11 feet to a point on the northern side of Lipizzan Way; thence with the northern side of Lipizzan Way, S. 82-06-55 W. 147.45 feet to a point at the joint front corner of Lots 76 and 77; thence with the common line of Lots 76 and 77, N. 07-53-05 W. 172.66 feet to a point at the joint corner of Lots 75 and 76; thence with the common line of said lots, S. 85-03-19 E. 193.47 feet to the point of beginning.

The above described property is the same acquired by the Mortgagor by deed from Comfortable Mortgages, Inc. recorded February 14, 1978 in the R.M.C. Office for Greenville County, South Carolina.

NCNB Mortgage South, Inc.
P. O. Box 10338
Charlotte, N. C. 28237

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner, it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD to and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagee covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey, or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagee further covenants to warrant and to ever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

4328 RV-23