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FILED  
GREENVILLE CO. S. C.

Nov 1 3 47 PM '79

DONNIE S. TANKERSLEY  
R.M.C.

**MORTGAGE**  
(Construction—Permanent)

THIS MORTGAGE is made this 1st day of November,  
1979, between the Mortgagor, Jackie D. Highley

(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 Thousand and  
No/100 (\$70,000.00) Dollars or so much thereof as may be advanced, which  
indebtedness is evidenced by Borrower's note dated November 1, 1979, (herein "Note"),  
providing for monthly installments of interest before the amortization commencement date and for monthly install-  
ments 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 Bor-  
rower dated November 1, 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 piece, parcel or lot of land situate, lying and being on the northwestern side  
of Quail Hill Drive in the City of Greenville, County of Greenville, State of South  
Carolina, being known and designated as Lot No. 28 as shown on a plat of Quail Hill  
Estates prepared by H.C. Clarkson, Jr., dated June 25, 1969, and recorded in the R&C  
Office for Greenville County, South Carolina, in Plat Book TTT at page 201, and having  
according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the northwestern side of Quail Hill Drive at the joint front  
corner of Lots Nos. 27 and 28 and running thence with the line of Lot No. 27 N. 64-24 W.  
250 feet to an iron pin in the line of property now or formerly of Sallie Huguenin; thence  
with the line of said Huguenin property S. 44-35 W. 90.4 feet to an iron pin at the  
joint rear corner of Lots Nos. 28 and 29; thence with the line of Lot No. 29 S. 40-31 E.  
262.1 feet to a concrete monument on the northwestern side of Quail Hill Drive; thence  
with the curve of the northwestern side of Quail Hill Drive, the chord of which is  
N. 42-45E. 119.1 feet to an iron pin; thence continuing with the northwestern side of  
Quail Hill Drive N. 25-36 E. 79.8 feet to the point of beginning.

Derivation: Catherine M. Martin, Deed Book 1072, Page 799, recorded  
January 30, 1978.

which has the address of Quail Hill Drive Greenville  
(Street) (City)

South Carolina (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 im-  
provements 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 at-  
tached to the property, all of which, including replacements and additions thereto, shall be deemed to be and re-  
main 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 gen-  
erally 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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