

FILED
GREENVILLE CO. S. C.
DEC 5 3 56 PM '79
DONALD S. TANKERSLEY
R.M.C.

BOOK 1490 PAGE 452

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

MORTGAGE (Construction—Permanent)

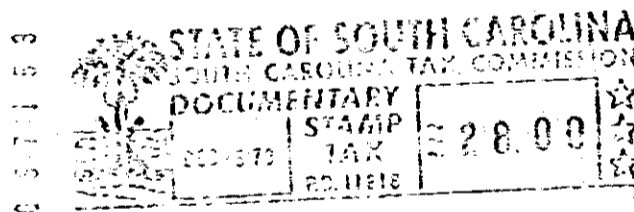
THIS MORTGAGE is made this 4th day of December,
19 79, between the Mortgagor, COTHRAN & DARBY BUILDERS, INC.,
(herein "Borrower"), and the Mortgagee, South Carolina
Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of
America, whose address is 1500 Hampton Street, Columbia, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Seventy Thousand and No/100
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 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 December 4, 19 79, (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 westerly side of Sugarcane Court, near the City of Greenville,
S. C. and being designated as Lot No. 16 on Map No. 7 of Sugar Creek as recorded in the
RMC Office for Greenville County, S. C. in Plat Book 7C, Page 15, and having according
to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the westerly side of Sugarcane Court, joint front corner of
Lots 16 and 17, and running thence along the common line of said lots N. 83-01-18 W.
152.45 feet to an iron pin; thence S. 5-37-15 E. 120.05 feet to an iron pin, joint rear
corner of Lots 15 and 16; thence along the common line of said lots N. 85-50-42 E.
137.68 feet to an iron pin on the westerly side of Sugarcane Court; thence along said
Court N. 1-24-42 E. 91 feet to an iron pin, the point of beginning.



Derivation: This is a portion of 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 109 Sugarcane Court, 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 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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