

Mortgagee's Address: P. O. Box 937, Greenville, S. C. 29602

FILED
GREENVILLE CO. S. C.

1411 939

Oct 4 3 20 PM '77

DONNIE S. TANKERSLEY
R.H.C.

MORTGAGE
(Construction—Permanent)

C
O
N
T
R
A
C
T

THIS MORTGAGE is made this 4th day of October, 1977, between the Mortgagor, R. L. Rucker Builder, 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 Fifty-One Thousand, Six Hundred and No/100ths Dollars or so much thereof as may be advanced, which indebtedness is evidenced by Borrower's note dated October 4, 1977, (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 March 1, 2007;

U
S
C
A
T

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 October 4, 1977, (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 situate, lying and being in the County of Greenville, State of South Carolina on the western side of Piney Grove Road being shown and designated as Lot 28 on a plat of Forrester Woods, Section 7, Sheet 2 of 2 by R. B. Bruce recorded in the RMC Office for Greenville County, South Carolina in Plat Book 5P, Page 22 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the western side of Piney Grove Road at the joint front corner of Lots 29 and 28 and running thence with the common line of said lots, N. 77-54 W. 150 feet to the joint rear corner of said lots in the line of property of Section 2 of Forrester Woods; thence with the line of property located in Section 2 of Forrester Woods, S. 12-06 W. 147 feet to a point on the northern side of a street; thence with the northern side of said street, S. 82-35 E. 125 feet to a point where said street intersects with Piney Grove Road; thence with the curve of said intersection the chord of which is N. 54-45 E. 36.8 feet to a point on the western side of Piney Grove Road; thence with the western side of said Piney Grove Road, N. 12-06 E. 110 feet to the point of beginning.

RECORDED
INDEXED
60-477 TAX 20.64
P.B. 11218

Derivation: This is the same property conveyed to the mortgagor herein by deed of W. D. Yarborough recorded herewith in the RMC Office for Greenville County said deed being dated 10/4/77.

which has the address of Lot 28, Piney Grove Road Mauldin
[Street] [City]
S. C. (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 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.

0930

4328 RV-2