

MORTGAGE
(Construction—Permanent)

THIS MORTGAGE is made this 27TH day of JANUARY, 1978, between the Mortgagor, JOHN R. HAWKINS AND REGINA C. HAWKINS, (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 TWENTY-SIX THOUSAND AND NO/100THS (\$26,000.00) Dollars or so much thereof as may be advanced, which indebtedness is evidenced by Borrower's note dated JANUARY 27, 1978, (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 JULY 1, 2007;

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 JANUARY 27, 1978, (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 in Bates Township, County and State aforesaid, being located about one mile Southwest of Locust Cross Roads, containing 1.00 acre, more or less, and according to Plat of Survey prepared by W. R. Williams, Jr., Engr./Surveyor #3979, 15 South Main Street, Travelers Rest, S. C. 29690, dated August 2, 1977, having the following metes and bounds, to-wit:

BEGINNING on the center line of Kellys Mill Road on a spike, situated about 1/2 mile from S. C. Hwy. # 415, and running along line of property of J. H. Hawkins, N. 83-45 E. 265 feet to a corner i.p.; thence S. 6-15 E. 148 feet to a corner i.p.; thence along line of other property of R. M. Hawkins, S. 83-45 W. 325.6 feet to a spike on center line of said Kellys Mill Road; thence along line of said road N. 16-00 E. 160 feet to a spike on center line of said road, being the point of beginning.

THIS being the same property conveyed to John R. Hawkins by R. M. Hawkins on or about August 10, 1977, and thereafter filed in the RMC Office for Greenville County on the same date in Deed Book 1062 at Page 257. On January 27, 1978, John R. Hawkins conveying a 1/2 interest in said property to his wife, REGINA C. HAWKINS, which deed was recorded on January 30, 1978, in the RMC Office for Greenville County in Deed Book 1072 at Page 772.

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Derivation:

which has the address of ROUTE 2, OLD MILL ROAD, TRAVELERS REST,
[Street] [City]
S. C. 29690 (herein "Property Address");
[State and Zip Code]

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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.

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