

MORTGAGE

(Construction—Permanent)

THIS MORTGAGE is made this 28 day of February, 19 78, between the Mortgagor, DUKE K. MCCALL, JR. AND CATHERINE D. MCCALL, (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 Four Thousand Nine Hundred and 00/100 (\$74,900.00) Dollars or so much thereof as may be advanced, which indebtedness is evidenced by Borrower's note dated February 28, 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 November, 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 February 28, 1978, 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 certain piece, parcel or lot of land located in the County of Greenville, State of South Carolina, and being known and designated as a 1.8 acre tract of land, more or less, according to a plat entitled "Property of Duke K. McCall, Jr." prepared by Richard Wooten Land Surveying, dated August 26, 1977, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a set pin on the southern edge of Blacks Drive, said set pin being 179.3 feet, more or less, from a bridge over a creek and running thence S. 29-29 E. 393.4 feet to a set pin; thence S. 60-48 W. 200 feet to a set pin; thence N. 29-14 W. 400 feet to a set pin at the southern edge of Blacks Drive; thence with the southern edge of Blacks Drive, the following courses and distances: N. 62-54 E. 99.13 feet; N. 61-35 E. 50.14 feet; N. 63-25 E. 49.25 feet to the point of beginning.

BEING a portion of the same property conveyed to the Mortgagors herein by deed of Dorothy M. Ross and Herbert F. Ross, said deed being dated February 14, 1973, and recorded in the R.M.C. Office for Greenville County in Deed Book 967 at Page 324.

Derivation:

which has the address of Route 2, Blacks Drive, Greenville, S. C. 29607
[Street] [City]
[State and Zip Code] (herein "Property Address");

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.