

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

FILED  
GREENVILLE COUNTY  
APR 13 11 45 AM '78

BOOK 1428 PAGE 728

**MORTGAGE**  
(Construction—Permanent)

THIS MORTGAGE is made this 13th day of April, 1978, between the Mortgagor, Y. JOE HARRINGTON, III and FAYE G. HARRINGTON

, (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-Seven Thousand Six Hundred and No/100 ----- Dollars or so much thereof as may be advanced, which indebtedness is evidenced by Borrower's note dated April 13, 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 October 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 April 13, 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, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State and County aforesaid, being known and designated as Lot 23 on plat of SPRING FOREST ESTATES, MAP 1, made by C. O. Riddle, RLS, November, 1956, recorded in the RMC Office for Greenville County, S. C., in Plat Book KK, at Pages 116 and 117, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the western side of Spring Forest Drive at the joint front corner of Lots 23 and 24 and running thence along the common line of said lots, N. 69-01 W. 571 feet to a point on Grays Branch; thence with Grays Branch as the line to a point, joint rear corner of Lots 23 and 22; thence along the common line of said lots, S. 69-01 E. 567 feet to a point on the western side of Spring Forest Drive; thence along the said Spring Forest Drive, S. 20-59 W. 240 feet to the point of beginning.

This being the same property conveyed to the mortgagors herein by deed of Stephen T. Piar, Jr. and Frances G. Piar, dated September 1, 1976, and recorded in the RMC Office for Greenville County, S.C. in Deed Book 1042, Page 350 on September 2, 1976.

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Derivation:

which has the address of Spring Forest Drive, Simpsonville,  
[Street] [City]  
S. C., 29681 (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.

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