

FILED  
GREENVILLE CO. S. C.  
JUN 7 12 20 PM '78  
DONNIE S. TANKERSLEY  
R.H.C.

BOOK 1434 PAGE 460

## MORTGAGE

(Construction—Permanent)

THIS MORTGAGE is made this 6th day of June, 1978, between the Mortgagor, JHJ Corporation, (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").

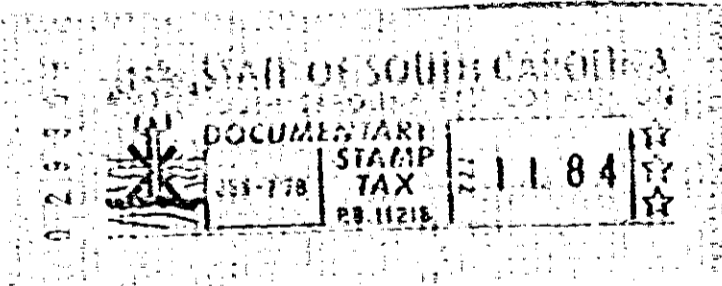
WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty Nine Thousand Five Hundred Fifty and no/100 Dollars or so much thereof as may be advanced, which indebtedness is evidenced by Borrower's note dated June 6, 1978, (herein "Note"), providing for monthly installments of interest before 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 December 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         , 19    , (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         , State of South Carolina:

All that piece, parcel or lot of land lying in the State of South Carolina, County of Greenville, shown as Lot 19 on plat of Berea Forest, Section 2, recorded in Plat Book 4N at pages 76-77 and having the following courses and distances:

BEGINNING at an Iron pin on Berea Forest Circle, joint front corner of Lots 19 and 20 and running thence with the joint line of said lots, S. 60-55 W. 130 feet to an iron pin, joint rear corner of said lots; thence with the joint rear lot lines of Lots 12 and 19, N. 29-05 W. 90 feet to an iron pin, joint rear corner of Lots 18 and 19; thence with the joint line of said lots, N. 60-55 E. 130 feet to an iron pin on Berea Forest Circle; thence with Berea Forest Circle, S. 29-05 E. 90 feet to the point of beginning.

Being a portion of the property conveyed by Prevue Unlimited, Inc., by deed recorded October 4, 1971 in Deed Book 926 at page 533.



Derivation:

which has the address of Berea Forest Circle, Greenville, S. C. 29609  
(Street) (City)  
         (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.