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FILED  
GREENVILLE CO. S. C.

BOOK 1438 PAGE 20

JUL 13 4 03 PM '78

DONNIE S. TANNERSLEY  
R.H.C.

### MORTGAGE (Construction)

THIS MORTGAGE is made this 13th day of July,  
1978, between the Mortgagor, Danco, 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-four Thousand Six  
Hundred and No/100 (\$54,600.00) - - - - - Dollars or so much thereof as may be advanced, which  
indebtedness is evidenced by Borrower's note dated July 13, 1978, (herein "Note"),  
providing for monthly installments of interest, with the principal indebtedness, if not sooner paid, due and payable  
on January 1, 1980.

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 Bor-  
rower dated July 13, 1978, 1978, (herein "Loan Agreement") as provided in paragraph 20  
hereof, and (c) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to  
paragraph 17 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 situate, lying and being in the State of  
South Carolina, County of Greenville, in the City of Mauldin, being known and  
designated as Lot No. 70 on plat of Forrester Woods, Section 7, recorded in  
the R.M.C. Office for Greenville County, South Carolina, in Plat Book 5-P  
at Pages 21 and 22, and having the following metes and bounds, to-wit:

BEGINNING at a point on the eastern side of Pigeon Point at the joint front  
corner of Lots 69 and 70 and running thence with the common line of said lots,  
S. 72-16 E., 145.5 feet to a point on the western side of Miller Road at the  
joint rear corner of Lots 69 and 70; thence running with said Road, S. 13-26 W.,  
100 feet to the joint rear corner of Lots 70 and 71; thence running with the common  
line of said lots, N. 72-19 W., 147.4 feet to a point on Pigeon Point at the joint  
front corner of Lots 70 and 71; thence turning and running with said Pigeon Point,  
N. 14-31 E., 100 feet to the point of beginning.

The above lot is a portion of the same property conveyed to the mortgagor herein  
by deed recorded in the R.M.C. Office for Greenville County in Deed Book 1078  
at Page 982.

Derivation: GRANTOR W.D. YARBROUGH RECORDED MAY 11<sup>TH</sup> 1978

which has the address of Route 6, Pigeon Point, 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 im-  
provements 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, all fixtures now or hereafter attached  
to the property, and all appliances, building materials, and other moveables placed in or upon the property if the same  
were paid for, or were intended to be paid for, from the proceeds of this loan, 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 are herein referred to as the "Property."

Borrower covenants that Borrower is lawfully seized 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 demand, 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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