

**MORTGAGE**  
(Construction—Permanent)

THIS MORTGAGE is made this 28th day of July, 1978, between the Mortgagor, Carroll F. Brown and Anita L. Brown, (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 Forty-Two Thousand Eight Hundred and no/100 Dollars or so much thereof as may be advanced, which indebtedness is evidenced by Borrower's note dated July, 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 August 1, 2008;

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 July, 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 \_\_\_\_\_, State of South Carolina:

All that piece, parcel or lot of land, situate, lying and being on the northern side of Newington Green, near the City of Greenville, in the County of Greenville, State of South Carolina, and known and designated as Lot No. 123 of a subdivision known as Gray Fox Run, plat of which is recorded in the RMC Office for Greenville County in Plat Book 5P, at page 9, and according to said plat, has the following metes and bounds, to wit:

BEGINNING at an iron pin on the northern side of Newington Green, joint front corner of Lots 122 and 123, and running thence with the joint line of said lots, N. 2-46 E., 159.6 feet to an iron pin; running thence N. 66-29 E., 94.6 feet to an iron pin at the joint rear corner of Lots Nos. 123 and 124; running thence with the joint line of said lots, S. 10-27 E., 180.4 feet to an iron pin on the northern side of Newington Green; running thence with the northern side of said Street, which line is curved, the chord of which is S. 62-35 W., 50 feet to an iron pin; thence continuing with said Street, N. 87-24 W., 83 feet to an iron pin, point of beginning.

This is the identical property conveyed to the Mortgagors herein by deed of Threatt Enterprises, Inc., dated July 28, 1978, to be recorded herewith.

Derivation:

which has the address of Lot 123, Newington Green Taylors,  
[Street] [City]  
S. C. \_\_\_\_\_ (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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