

GREENVILLE COUNTY
11 10 1978

BOOK 1440 PAGE 944

MORTGAGE
(Construction—Permanent)

THIS MORTGAGE is made this 10th day of August, 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 Sixty-one Thousand Two Hundred and No/100 (\$61,200.00) Dollars or so much thereof as may be advanced, which indebtedness is evidenced by Borrower's note dated August 10, 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 February 1, 2009;

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 August 10, 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: being known and designated as Lot No. 128

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, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on Cherry Hill Road at the joint front corner of Lots Nos. 127 and 128 and running thence with the common line of said lots, S. 37-40 E., 162.9 feet to a point at the joint rear corner of Lots Nos. 127 and 128; thence turning and running S. 36-46 W., 131 feet to a point at the joint rear corner of Lots Nos. 128 and 129; thence turning and running with the common line of said lots, N. 27-0 W., 200.5 feet to a point on Cherry Hill Road; thence turning and running with said Road, N. 57-45 E., 58 feet to a point; thence continuing with said Road, N. 40-37 E., 32 feet to the point of beginning.

RECORDED
INDEXED
STAMP
TAX = 24.48

Derivation: This is a portion of the property conveyed to the mortgagor herein by deed of W. D. Yarborough dated May 9, 1978 and recorded in the R. M. C. Office for Greenville County in Deed Book 1078 at Page 982. which has the address of Route 10 Greenville, S. C. 29607 (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.

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