

FILED
GREENVILLE CO. S.C.
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CLERK OF COURTS
L.M.C.

BOOK 1444 PAGE 150

MORTGAGE (Construction—Permanent)

THIS MORTGAGE is made this 13th day of September, 1978, between the Mortgagor, Robert E. Triplett and Daphne P. Triplett, (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 Five Thousand and No/100 (\$45,000.00) Dollars or so much thereof as may be advanced, which indebtedness is evidenced by Borrower's note dated September 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 March 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 September 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:

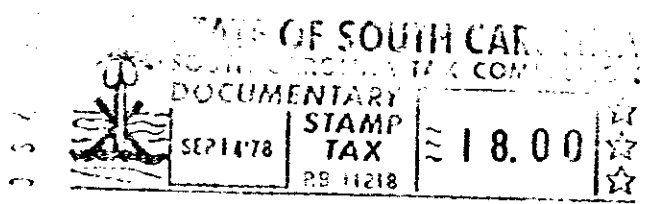
ALL that certain piece, parcel or lot of land in the State of South Carolina, County of Greenville, being known and designated as Lot No. 119 on a plat of Holly Tree Plantation Phase 2, Section 3B prepared by Piedmont Surveyors dated April 20, 1978 recorded in the RMC Office for Greenville County in Plat Book 6H at Page 41 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern edge of Holly Park Drive at the joint front corner of Lots 119 and 120 and running thence along the edge of Holly Park Drive, S. 45 - 00 E., 17.0 feet to an iron pin; thence continuing with Holly Park Drive, S. 52 - 03 E. 108.0 feet to an iron pin at the intersection of Holly Park Drive and Holly Park Lane; thence with said intersection, S. 7 - 18 E., 35.50 feet to an iron pin on Holly Park Lane; thence with edge of Holly Park Lane, S. 37 - 27 W., 100.46 feet to an iron pin at the joint corner of Lots 118 and 119; thence with the joint line of Lots 118 and 119, N. 75 - 56 W., 207.05 feet to an iron pin at the joint rear corner of Lots 119 and 120; thence with the joint line of said lots, N. 46 - 36 E., 223.7 feet to an iron pin being the point of BEGINNING.

This is the same property conveyed to the mortgagors by Deed of Franklin Enterprises, Inc. recorded July 3, 1978 in Deed Book 1082 at Page 440 in the RMC Office for Greenville County.

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Derivation:



which has the address of Holly Park Lane Simpsonville,
[Street] [City]
South Carolina (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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