

MORTGAGE (Construction—Permanent)

THIS MORTGAGE is made this 11th day of October, 1978, between the Mortgagor, R. L. Rucker Builder, Inc.

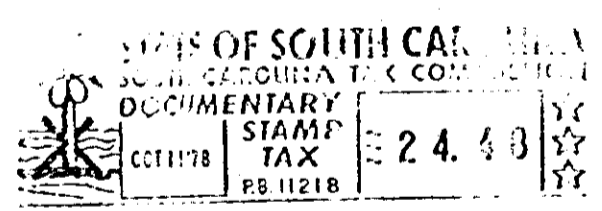
, (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 1500 Hampton Street, Columbia, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Sixty-One Thousand Two Hundred and No/100ths (\$61,200.00) Dollars or so much thereof as may be advanced, which indebtedness is evidenced by Borrower's note dated _____, (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 April 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 October 11, 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 piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, in the City of Mauldin, being known and designated as Lot No. 118 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 the Western side of Stoney Creek Drive at the joint front corners of Lots 117 and 118, and running thence with the common line of said lots N. 61-15 W. 125 feet to a point on Lake; thence along said lake, N. 25-12 E. 93.3 feet to a point at the joint rear corners of Lots 118 and 119; thence with the common line of said lots, S. 68-10 E. 137.6 feet to a point on the Western side of Stoney Creek Drive; thence with the Western side of said drive, S. 23-0 W. 45 feet and S. 35-0 W. 65 feet to the point of beginning; and being the same property conveyed to the mortgagor herein by deed of Danco, Inc., dated October 9, 1978, recorded herewith in the R.M.C. Office for Greenville County.



Derivation:

which has the address of Lot 118 Stoney Creek Drive, Forrester Woods, Greenville, South Carolina (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.

GCTC --- OC11 78 848 3.5001

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