

STATE OF SOUTH CAROLINA  
DOCUMENTARY STAMP TAX  
30.00  
OCT 31 1978  
PB 17215

FILED  
GREENVILLE CO. S. C.  
OCT 31 1978

**MORTGAGE**  
(Construction—Permanent)

THIS MORTGAGE is made this 31 day of October, 1978, between the Mortgagor, Joseph E. Major

, (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 Seventy-Five Thousand and No/100ths (\$75,000.00) Dollars or so much thereof as may be advanced, which indebtedness is evidenced by Borrower's note dated October 31, 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 July 1, 1999;

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 31, 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 situate, lying and being in the County of Greenville, State of South Carolina on the southern side of Brookside Way in a subdivision known as Marshall Forest and being the greater portion of that property shown on a plat prepared by Freeland and Associates recorded in Plat Book 5-Z, Page 57 in the RMC Office for Greenville County, South Carolina and having the following metes and bounds, to-wit:

BEGINNING at a point on the southern side of Brookside Way approximately 405 feet more or less in a southeastern direction from the intersection of Sylvan Way and Brookside Way at the corner of property formerly owned by Iverson O. Brownell, Jr. and running thence along the line of Brookside Way, N. 78-46 E. 105.5 feet to an iron pin; thence still along Brookside Way, N. 66-28 E. 72.7 feet to a point; thence leaving Brookside Way and running S. 15-21 E. 193.4 feet to a point; thence S. 67-32 W. 167.4 feet to an iron pin; thence S. 65-47 W. 52.7 feet to an iron pin; thence along the line of property formerly owned by Iverson O. Brownell, Jr., N. 5-04 W. 221.6 feet to the point of beginning.

ALSO all right, title and interest of the mortgagor herein in and to the remaining portion of the property on the plat first described above and being a strip of land approximately 6.9 feet in width along the western side of the property hereinabove described between said property and property now or formerly of Jane P. Bessinger.

Derivation: This is the same property conveyed to the mortgagor herein by deed of Iverson O. Brownell, Jr. recorded February 11, 1977 in the RMC Office for Greenville County in Deed Book 1050, Page 864.

which has the address of Brookside Way Greenville, South Carolina 29505 (herein "Property Address");  
[Street] [City] [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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