

GREENVILLE CO. S.C.
NOV 23 10 19 AM '78
COUNTY CLERK

MORTGAGE
(Construction—Permanent)

THIS MORTGAGE is made this 20th day of November, 1978, between the Mortgagor, Mildred B. Burton

(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 Twenty Thousand & no/100-- Dollars or so much thereof as may be advanced, which indebtedness is evidenced by Borrower's note dated November, 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 May 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 November, 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 with all improvements thereon, situate, lying and being in Greenville County, State of South Carolina, being shown and designated as Lot 25 of Lake Lora, Section 2, on a plat thereof by Jones Engineering Service, dated April 1972, recorded in the S. C. Office for Greenville County in Plat Book 42 at page 19, reference to which is hereby craved for a more particular description thereof.

This conveyance is subject to all restrictions, zoning ordinances, setback lines, roads or passageways, easements and rights of way, if any, affecting the above described property.

And being the identical property conveyed to the mortgagor by deed of Eugenia H. Miles dated September 29, 1978, and recorded in Deed Book 1089, Page 424, S.C. Office for Greenville County.

OFFICE OF THE COUNTY CLERK
STATE OF SOUTH CAROLINA
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Derivation:

which has the address of 27 Seattle Court, Greenville, S. C. 29611
[Street] [City]
[State and Zip Code] (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 seized 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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