

MORTGAGE

(Construction—Permanent)

THIS MORTGAGE is made this 12th day of January, 1979, between the Mortgagor, COTHIRAN & DARBY BUILDERS, 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").

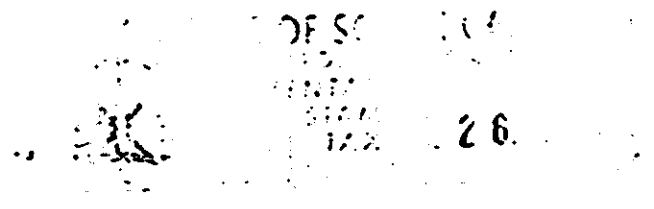
WHEREAS, Borrower is indebted to Lender in the principal sum of Sixty Six Thousand and No/100 (\$66,000.00) Dollars or so much thereof as may be advanced, which indebtedness is evidenced by Borrower's note dated January 12, 1979 (herein "Note"), providing for monthly installments of interest before the 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 October 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 January 12, 1979 (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 the buildings and improvements thereon lying and being on the easterly side of Stonehill Court, near the City of Greenville, South Carolina, and being designated as Lot No. 377 on Map No. 6 of Sugar Creek as recorded in the RMC Office for Greenville County, S. C. in Plat Book 6H, Page 63, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the easterly side of Stonehill Court, joint corner of Lots 376 and 377 and running thence along the line of Lot No. 376 N. 62-48 E. 141.04 feet to an iron pin; thence along a portion of the rear line of Lot No. 375 N. 53-54 E. 95.67 feet to an iron pin; thence along a portion of the rear line of Lot No. 373 S. 37-22 E. 86.77 feet to an iron pin, joint rear corner of Lot Nos. 377 and 376; thence along the common line of said lots S. 45-05 W. 170.15 feet to an iron pin on Stonehill Court; thence along said Court on a curve the chord of which is N. 75-59 W. 51.55 feet to an iron pin; thence continuing with said Court N. 74-27 W. 53.74 feet; thence continuing with said Court N. 38-43 W. 52.94 feet to an iron pin, the point of BEGINNING.

This is a portion of the same property conveyed to the mortgagor herein by deed of M. Graham Proffitt, III, Ellis L. Darby, Jr. and John Cothran Company, Inc. of even date herewith to be recorded.



GC70

JAN 12 1979

Derivation:
which has the address of 103 Stonehill Court, Lot 377, Sugar Creek, Greenville, S. C. 29651 (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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