

GREENVILLE  
JAN 22 3 17 PM '79  
ANNIE S. TAYLOR  
RUC

# MORTGAGE

(Construction—Permanent)

THIS MORTGAGE is made this 22nd day of January 1979, between the Mortgagor, Robert J. Gaines, Jr. and Ginger R. McCall, (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 Eight Thousand, Four Hundred & No/100 (\$28,400.00) ----- Dollars or so much thereof as may be advanced, which indebtedness is evidenced by Borrower's note dated January 22, 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 22, 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:

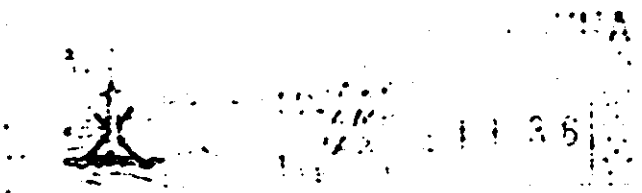
ALL that lot of land situate on the east side of Old Grove Road and on the north side of Pine Ridge Drive, near the City of Greenville, in Greenville County, South Carolina, being shown as a portion of Lot No. 2 on a more accurate, up-to-date plat of Robert Joe Gaines, recorded in the R.M.C. Office for Greenville County, in Plat Book 6-Y at Page 85, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern edge of Old Grove Road, at the joint front corner of Lots 1 and 2, and running thence with the joint line of said lots, N. 66-43 E. 251.61 feet to an old iron pin; thence S. 22-34 W. 119.20 feet to an iron pin on the northern edge of Pine Ridge Drive; thence with the northern edge of Pine Ridge Drive, S. 66-36 W. 171.99 feet to an iron pin; thence N. 56-24 W. 33.70 feet to an iron pin on the eastern edge of Old Grove Road; thence with the eastern edge of Old Grove Road, N. 0-09 E. 60.52 feet to an iron pin, the point of beginning.

This is the same property conveyed to the mortgagors herein by deed of Robert Joe Gaines, dated and recorded January 11, 1979, in the R.M.C. Office for Greenville County in Deed Book 1095 at Page 196, and by corrective deed of Robert Joe Gaines, to be recorded simultaneously herewith.

CCIC  
JAN 22 1979

Derivation:



which has the address of Lot No. 2, Fresh Meadow Farms, Greenville, S. C. (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 (on 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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