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DONNIE S. TANKERSLEY  
R.M.C.**MORTGAGE**  
(Construction)

THIS MORTGAGE is made this 5 day of February, 1979, between the Mortgagor, DONALD E. BALTZ

..., (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 ONE HUNDRED ELEVEN THOUSAND TWO HUNDRED (\$111,200.00) Dollars or so much thereof as may be advanced, which indebtedness is evidenced by Borrower's note dated January, 1979, (herein "Note"), providing for monthly installments of interest, with the principal indebtedness, if not sooner paid, due and payable on August 1, 1980.

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, 1979, (herein "Loan Agreement") as provided in paragraph 20 hereof, and (c) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 17 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 those lots of land in the state of South Carolina, county of Greenville, city of Mauldin, being known and designated as Lots Nos. 94 & 95, as shown on plat of BROOKSIDE, Section Four, recorded in the RMC Office for Greenville County, SC in plat book 6-H page 78, and having according to said plat the following metes and bounds, to-wit:

LOT 94

Beginning at an iron pin on the northwest side of Brooks Road, the joint front corner of lots 93 & 94; thence with the joint line of said lots N. 35-36 W. 160 feet to an iron pin; thence turning N. 54-24 E. 100 feet to an iron pin joint rear corner of Lots 94 & 95; thence with the joint line of said lots S. 35-36 E. 160 feet to an iron pin on the northwest side of Brooks Road; thence with the northwest side of said Road S. 54-24 W. 100 feet to the point of beginning.

LOT 95

Beginning at an iron pin on the northwest side of Brooks Road, joint front corner of Lots 94 & 95; thence with the joint line of said lots N. 35-36 W. 160 feet to an iron pin; thence N. 54-24 E. 83.55 feet to an iron pin on Future Road (now under construction); thence with said road S. 44-58 E. 137.35 feet to an iron pin; thence turning S. 4-24 W. 32 feet to an iron pin on the northwest side of Brooks Road; thence with the northwest side of said road S. 54-24 W. 85.45 feet to the point of beginning.

Derivation: These lots are a portion of the land conveyed to mortgagor by Frank P. McGowan, Jr., as Master in Equity for Greenville County, by deed dated and recorded June 1, 1978 recorded in vol. 1080 page 283. which has the address of Brooks Road, Mauldin, S. C. 29662.

29662 (herein "Property Address");  
(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, all fixtures now or hereafter attached to the property, and all appliances, building materials, and other moveables placed in or upon the property if the same were paid for, or were intended to be paid for, from the proceeds of this loan, 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 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 demand, 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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