

P. O. Box 937
Greenville, S.C. 29602

OFFICE OF THE RECORDER OF DEEDS
SOUTH CAROLINA

JUL 27 3 07 PM '79

OGGINS BANKERSLEY
P.M.C.

VOL 1475 PAGE 314

MORTGAGE

(Construction—Permanent)

THIS MORTGAGE is made this 26th day of July, 1979, between the Mortgagor, Walter E. Henderson and Patricia A. Henderson, (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 THIRTY-TWO THOUSAND Dollars or so much thereof as may be advanced, which indebtedness is evidenced by Borrower's note dated July 26, 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 April 1, 2010;

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 July 26, 1979, 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:

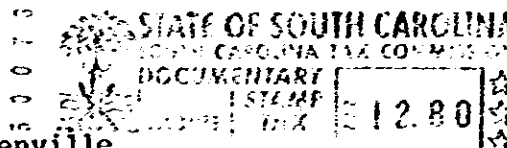
ALL that certain piece, parcel, or lot of land, situate, lying and being in Gantt Township, Greenville County, South Carolina, being shown and designated as Lot 20 on a Plat of Property of William Maxwell, recorded in the RMC Office for Greenville County in Plat Book QQQ, at Page 37 and having, according to a more recent survey by Freeland & Associates, dated July 23, 1979, the following metes and bounds:

BEGINNING at an iron pin on the western side of Deacon Street, joint front corner of Lots 19 and 20, and running thence with the common line of said Lots, S 67-41 W, 181.0 feet to an iron pin; thence with the rear line of Lot 20, N 04-18 E, 147.75 feet to an iron pin, joint rear corner of Lots 20 and 21; thence with the common line of said Lots, S 85-42 E, 149.9 feet to an iron pin on the western side of Deacon Street; thence with Deacon Street the following courses and distances: S 04-18 W, 20.9 feet; thence S 10-28 E, 47.3 feet to an iron pin, the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of J. C. Maxwell and Buster Lewis, Executor, Estate of William Maxwell, recorded in Deed Book 1108, at Page 225. Also see Apartment 1442, File 28, Probate Court for Greenville County.

Derivation:

which has the address of Lot 20, Deacon Street, Greenville
[Street] [City]
S. C. 29605 (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, 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.

RECORDED

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