

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP
\$17.80

FILED
GREENVILLE CO. S. C.
SEP 26 10 19 AM '79
DONN... BAKERSLEY
R.M.C.

BOOK 1482 PAGE 13

MORTGAGE
(Construction—Permanent)

THIS MORTGAGE is made this 30th day of August, 1979, between the Mortgagor, Williams Street Development Corporation, (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 Forty-four thousand one hundred fifty and No/100ths Dollars or so much thereof as may be advanced, which indebtedness is evidenced by Borrower's note dated August 30, 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 May 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 August 30, 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 all improvements thereon or hereafter constructed, situate, lying and being on the southwestern side of Gaithburg Square, in the State of South Carolina, County of Greenville, known and designated as Lot No. 75 on plat entitled, "Eastgate Village, a planned Unit Development," prepared by Piedmont, Engineers & Architects, dated May 15, 1973, and recorded in the records of the RMC for Greenville County in Plat Book 4-X at Page 31, and being described more particularly, according to said plat, to-wit:

BEGINNING at a point on the southwestern side of Gaithburg Square at the joint front corner of Lots No. 74 and 75 and running thence S. 59-34 E. 102.7 feet to a point at the joint rear corner of said lots; thence S. 49-42 W. 133.55 feet to a point at the joint rear corner of Lots 75 and 76; thence along the common line of said lots N. 30-51 W. 97.35 feet to a point on Gaithburg Square; thence with said square N. 50-46 E. 70.0 feet to a point; thence continuing with Gaithburg Square N. 39-59 E. 13.9 feet to the beginning corner.

DERIVATION: Deed of Threatt Enterprises, Inc., recorded Sept. August 26, 1979 in Deed Book 1112 at Page 237.

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Derivation: * Formerly Threatt- Maxwell Enterprises, Inc.

which has the address of Lot No. 75 Gaithburg Square, Eastgate Subdivision,
[Street] [City]
Greenville, S. C. (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 seised 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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