

FILED
GREENVILLE CO. S. C.
SEP 28 10 20 AM '79
DONNIE BANKERSLEY
R.M.C.

BOOK 1482 PAGE 17

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 Sixty-six thousand and No/100ths (\$66,000.00) 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 thereon, situate, lying and being on the southern side of Sugarberry Drive, in the State of South Carolina, County of Greenville, being shown and designated as Lot No. 15 on Plat of Dove Tree Subdivision, made by Piedmont Engineers and Architects, dated September 13, 1972 and revised March 29, 1973, recorded in the RMC Office for Greenville County in Plat Book 4-X at Pages 21, 22 and 23 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the southern side of Sugarberry Drive at the joint front corner of Lots 15 and 16 and running thence S. 29-52 E. 158.8 feet to a point at the joint rear corner of said lots; thence S. 67-19 W. 122.6 feet to a point at the joint rear corner of Lots No. 15 and 13; thence along the common line of said lots N. 78-02 W. 149.7 feet to a point on Sugarberry Drive at the joint front corner of the latter mentioned lots; thence running with said drive, the curve of Lot No. 51, the following courses and distances: N. 34-26 E. 64.0 feet; thence N. 47-04 E. 71.5 feet; thence N. 60-24 E. 105.2 feet to the point of beginning.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
\$28.40

Derivation: Deed of Caine Company, Inc., recorded May 7, 1979 in the RMC Office for Greenville County in Deed Book 1101 at Page 924.

which has the address of Lot No. 15 Dove Tree Subdivision, Sugarberry Drive,
[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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