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MORTGAGE

(Construction—Permanent)

THIS MORTGAGE is made this 19th day of October, 1979, between the Mortgagor, Ray W. Siminski and Ruth C. Siminski, (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 Ninety Thousand and 00/100 (\$90,000.00) Dollars or so much thereof as may be advanced, which indebtedness is evidenced by Borrower's note dated October 19, 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 July 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 October 19, 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 piece, parcel or lot of land, with all buildings and improvements, situate, lying and being at the southwestern corner of the intersection of Stratton Place and Raven Road, being known and designated as Lot 45, as shown on plat of Huntington (Sheet #2) prepared by Piedmont Engineers & Architects, dated May 4, 1968, in Plat Book WW at page 24, with reference to said plat being made for a metes and bounds description.

This conveyance is subject to rights of way, easements, restrictive covenants, set back lines, public roads, conditions, and specifically to a reservation of the right to the continued flow of the streams which flow from springs located on the above described property and adjacent premises, reserved by H. C. Harper and Hugh B. Croxton, in Deed Book 928, page 434, of public record and actually existing on the ground affecting said property.

Being the same property conveyed to mortgagor herein by deed of I. T. Welling, As Trustee, dated December 7, 1978, and recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1093 at page 521.

Derivation:

which has the address of Lot 45, Stratton Place Greenville, South Carolina (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 (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.

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