

1485 628

Mortgagee's mailing address: P. O. Box 937, Greenville, S. C. 29602

S. C.

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# MORTGAGE

(Construction—Permanent)

THIS MORTGAGE is made this 22nd day of October, 1979, between the Mortgagor, Joe W. Hiller

, (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 Five Thousand Two Hundred and 00/100 Dollars or so much thereof as may be advanced, which indebtedness is evidenced by Borrower's note dated October 22, 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 22, 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 the State of South Carolina, County of Greenville, being known and designated as Lot No. 22 of Altamont Forest, Section One, and being more fully shown on a plat prepared by Robert R. Spearman, Surveyor, dated January 24, 1978 and recorded in the RMC Office for Greenville County in Plat Book 6-H, at Pages 42 and 43, and having according to said plat, the following metes and bounds to-wit:

BEGINNING at an iron pin on the northern side of Altamont Forest Drive at the joint front corner of Lots Nos. 22 and 23 and running thence with the joint line of said lots, N. 29-16 E. 80.0 feet to an iron pin; running thence N. 03-23 E. 235.37 feet to an iron pin, joint rear corner of Lots Nos. 22 and 23; running thence with the rear line of Lot No. 22, S. 54-32 E. 80.0 feet to an iron pin, joint rear corner of Lots Nos. 21 and 22; running thence with the joint line of said lots, S. 00-02 W. 244.54 feet to an iron pin; running thence S. 17-26 W. 80.0 feet to an iron pin on the northern side of Altamont Forest Drive, joint front corner of Lots Nos. 21 and 22; running thence with the northern side of Altamont Forest Drive, following the curvatures thereof, the chords of which are N. 77-17 W. 46.63 feet to an iron pin and N. 42-53 W. 71.37 feet to the point of beginning.

This being a portion of the same property conveyed to the mortgagor by Southern Bank and Trust Company by deed recorded October 11, 1976 in the RMC Office for Greenville County in Deed Book 1044, at Page 420.

Derivation:

which has the address of Altamont Forest Drive Greenville  
[Street] [City]  
South Carolina (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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