

Nov 1 2 38 PM '79
DONNIE BANKERSLEY
R.M.C.

1480 784

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

MORTGAGE (Construction—Permanent)

THIS MORTGAGE is made this 31 day of October,
19 79, between the Mortgagor, R. L. Rucker Builder, Inc.,
(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 Seventy Thousand and No/100ths
----- Dollars or so much thereof as may be advanced, which
indebtedness is evidenced by Borrower's note dated of even date herewith, (herein "Note"),
providing for monthly installments of interest before the amortization commencement date and for monthly install-
ments 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 Bor-
rower dated October 31, 19 79, (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
County of Greenville, State of South Carolina on the eastern side of Piney
Grove Road being shown and designated as Lot No. 133 on plat of Forrester
Woods, Sec. 7, recorded in RMC Office for Greenville County, South Carolina
in Plat Book 5P, Pages 21 and 22 and having according to said plat the
following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Piney Grove Road at the joint
front corner of Lots Nos. 132 and 133 and running thence with the joint line
of said lots, S. 70-30 E. 150.0 feet to an iron pin; thence S. 42-39 W. 66.0
feet to an iron pin; thence S. 42-48 E. 58.8 feet to an iron pin; thence DUE
WEST 167.0 feet to an iron pin on the eastern side of Piney Grove Road; thence
with the eastern side of Piney Grove Road, N. 12-06 E. 145.0 feet to an iron
pin, the point of beginning.

The above described property is the same conveyed to the mortgagor herein by
deed of Danco, Inc. recorded herewith in the RMC Office for Greenville County,
South Carolina and being dated October 31, 1979.

Derivation:

which has the address of Route 6, Forrester Drive, Greenville, South Carolina 29607

(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 im-
provements 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 at-
tached to the property, all of which, including replacements and additions thereto, shall be deemed to be and re-
main 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 gen-
erally 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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