

RECORDS OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
RECORDS SECTION
RECORDS STAMP

FILED
GREEN, CO. S. C.
NOV 3 11 03 AM '79
DONNIE BANKERSLEY
R.M.C.
BOOK 1487 PAGE 694

MORTGAGE
(Construction—Permanent)

THIS MORTGAGE is made this 9th day of November, 1979 between the Mortgagor, DONALD E. BALTZ, (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 FIFTY SIX THOUSAND (\$56,000.00) Dollars or so much thereof as may be advanced, which indebtedness is evidenced by Borrower's note dated November 9, 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 August 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 _____, 19____, (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 in the county of Greenville, state of South Carolina, being known and designated as Lot No. 105 as shown on plat of BROOKSIDE, Section Four, Phase Two, recorded in the RMC Office for Greenville County in plat book 7-C page 31, and having according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin on the southeast side of Brandybrook Lane, the joint front corner of lots 105 & 106, and running thence with the joint line of said lots, S. 35-36 E. 170 feet to an iron pin; thence turning S. 54-24 W. 90 feet to an iron pin on the northeast side of Ashleybrook Court; thence with said street N. 35-36 W. 28 feet to an iron pin; thence continuing N. 39-25 W. 119 feet to an iron pin at the intersection of Ashleybrook Court and Brandybrook Lane; thence with said intersection N. 7-31 E. 31.85 feet to an iron pin on the southeast side of Brandybrook Lane; thence with the southeast side of said street N. 54-24 E. 76.1 feet to the point of beginning.

This is a portion of the property conveyed to mortgagor by the following deeds: (1) Frank P. McGowan, Jr., Master Equity for Greenville County dated and recorded June 1, 1978 in deed vol. 1080 page 283. (2) Calvin H. Griffin, Nettie Louise Griffin Thomas dated and recorded June 1, 1978 in deed vol. 1080 page 281. (3) Virginia G. Howard & Robert Leslie Howard by deed dated and recorded June 1, 1978 in deed vol. 1080 page 282. (4) Mary Baldwin Morris, formerly Mary Baldwin dated 6/20/78 recorded 6/21/78 in deed vol. 1081 page 650 of the RMC Office for Greenville County, S. C.

Derivation:

which has the address of Lot 105 Brandybrook Lane BROOKSIDE, SEC FOUR MAULDIN, SC 29662 (herein "Property Address");
[Street] [City] [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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