

Post Office Box 937
Greenville, South Carolina 29602

GREENVILLE, S.C.
NOV 9 3 11 PM '79
DONNIE B. TANKERSLEY
R.M.C.

1187 PAGE 753

MORTGAGE
(Construction—Permanent)

THIS MORTGAGE is made this 9th day of November, 1979, between the Mortgagor, Preferred Homes, 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 Eighty-Four Thousand and No/100 (\$84,000.00) 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 November, 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 situate, lying and being on the North-western side of Hoppin John Lane, near the City of Greenville, in the County of Greenville, State of South Carolina, and known and designated as Lot No. 133 of a Subdivision known as Pebble Creek, Phase I, Plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book 5-D at Page 3, and, according to said Plat, has the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northwestern side of Hoppin John Lane at the joint front corner of Lots Nos. 133 and 134, and running thence with the joint line of said Lots N. 46-56 W. 171.56 feet to an iron pin; running thence N. 32-30 E. 125 feet to an iron pin at the joint rear corner of Lots Nos. 132 and 133; running thence with the joint line of said Lots S. 47-54 E. 195.63 feet to an iron pin on the Northwestern side of Hoppin John Lane; running thence with the Northwestern side of said Lane S. 43-39 W. 120.2 feet to an iron pin, point of beginning.

This is the identical property conveyed to the Mortgagor herein by Pebblepart, Ltd., a South Carolina Limited Partnership, by Deed recorded simultaneously herewith.

Derivation:

STATE OF SOUTH CAROLINA
DOCUMENTARY
STAMP 33 50

which has the address of Lot 133, Hoppin John Lane, Pebble Creek 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.

GCTO --- 1 NO 979 276 4.00CI

4328 RV-2

07520