

P. O. Box 937
Greenville, S. C. 29602

FILED
GENERAL CO. S. C.
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SHERIFF - CAMPBELL
R.M.C.

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MORTGAGE

(Construction—Permanent)

THIS MORTGAGE is made this 12th day of November, 1979, between the Mortgagor, Peter B. McCormick and Patricia R. McCormick, (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 Thousand Three Hundred Fifty and no/100 (\$60,350.00) Dollars or so much thereof as may be advanced, which indebtedness is evidenced by Borrower's note dated November 12, 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 12, 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 _____, State of South Carolina:

All that certain piece, parcel or tract of land lying and being situate at the Northerly intersection of Altamont Road and Lake Circle Drive in the County of Greenville, State of South Carolina, containing 0.574 acres, according to a survey prepared for W. A. J. Moore, dated May 28, 1979, prepared by Robert R. Spearman, Registered Surveyor, recorded in the RMC Office for Greenville County, South Carolina in Plat Book 7-J, at page 79, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the Northwesterly side of Lake Circle Drive, said pin being 150 feet in a Northerly direction from the Northerly intersection of Altamont Road and Lake Circle Drive and running thence with the Northwesterly side of Lake Circle Drive, South 23-43 West, 150 feet to an iron pin at the Northerly intersection of Altamont Road and Lake Circle Drive, thence with the Northwesterly side of Altamont Road, North 43-37 West, 222.83 feet to an iron pin on the Northeasterly side of Altamont Road, thence North 28, 06 East, 95.7 feet to an iron pin, thence South 57-19 East 200.79 feet to an iron pin, the point of beginning.

This is the identical property conveyed to the Mortgagors herein by deed of W. A. J. Moore and Ruth M. Moore, dated July 20, 1979, recorded July 23, 1979, in the RMC Office for Greenville County in Deed Book 1107, at page 464.
Derivation:

which has the address of Lake Circle Drive Greenville
[Street] [City]
S. C. (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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