

FILED  
GREENVILLE CO. S. C.  
NOV 15 11 29 AM '79  
SONNIE BANKERSLEY  
R.H.C.

BOOK 1488 PAGE 329

## MORTGAGE (Construction—Permanent)

THIS MORTGAGE is made this 14th day of November,  
19 79, between the Mortgagor, Foothills Delta P, 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-four Thousand Four  
Hundred and No/100-----(\$74,400.00)----- Dollars or so much thereof as may be advanced, which  
indebtedness is evidenced by Borrower's note dated November 14, 1979, (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 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 Bor-  
rower dated November 14, 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,  
Greenville, State of South Carolina:

ALL that piece, parcel or lot of land situate, lying and being in the County of  
Greenville, State of South Carolina, being known and designated as Lot No. 89  
on plat of Holly Tree Plantation, Phase III, Section No. 1 recorded in the R.M.C.  
Office for Greenville County, South Carolina, in Plat Book 6-H, at page 74,  
reference to which is hereby made for a more complete description by metes and  
bounds.

This is a portion of the property conveyed to the Mortgagor by deed of Franklin  
Enterprises, Inc. dated November 13, 1979, recorded herewith.

RECORDED IN THE OFFICE OF THE CLERK OF COURT,  
COUNTY OF GREENVILLE, SOUTH CAROLINA,  
ON NOVEMBER 15, 1979, AT 11:29 AM.  
SONNIE BANKERSLEY, R.H.C.

Derivation:

which has the address of Lot 89 Woodhill Lane , Holly Tree Simpsonville  
[Street] [City]  
S. C. 29681 (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 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 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.

GCTC  
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