

FILED
GREENVILLE CO. S. C.
DEC 5 3 58 PM '79
DONNIE S. TANKERSLEY
R.H.C.

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

MORTGAGE (Construction—Permanent)

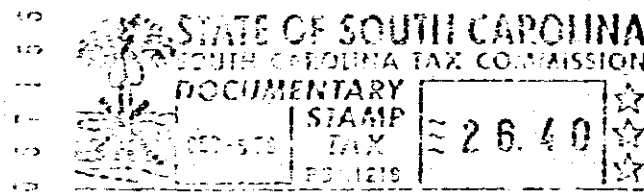
THIS MORTGAGE is made this 4th day of December, 1979, between the Mortgagor, COTHRAN & DARBY BUILDERS, INC., (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 1500 Hampton Street, Columbia, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Sixty Six Thousand and no/100 Dollars or so much thereof as may be advanced, which indebtedness is evidenced by Borrower's note dated December 4, 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 December 4, 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 certain piece, parcel or lot of land with the improvements thereon lying and being on the northwesterly side of Sugarcane Court, near the City of Greenville, S. C. and being designated as Lot No. 19 of Sugar Creek, Map No. 7, as recorded in the RMC Office for Greenville County, S. C. in Plat Book 7C, Page 15, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwesterly side of Sugarcane Court and running thence along said Court S. 9-59-18W. 38.04 feet to an iron pin; thence continuing with said Court S. 30-50-03 W. 25.38 feet to an iron pin, joint front corner of Lots 18 and 19; thence along the common line of said lots N. 60-45-18 W. 154.84 feet to an iron pin; thence N. 32-20-44 E. 101.95 feet to an iron pin, joint rear corner of Lots 19 and 20; thence along the common line of said lots S. 57-39-16 E. 125 feet to an iron pin on the northwesterly side of Sugarcane Court, the point of beginning.



Derivation: This is a portion of the same property conveyed to the mortgagor herein by deed of M. Graham Proffitt, III, Ellis L. Darby, Jr. and John Cothran Company, Inc. of even date herewith to be recorded.

which has the address of 115 Sugarcane Court Greer,
[Street] [City]
South Carolina 29651 (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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