

FILED
GREENVILLE CO. S. C.
DEC 6 1 09 PM '79
DONNIE STANKERSLEY
R.M.C.

MORTGAGE
(Construction—Permanent)

THIS MORTGAGE is made this 5th day of December, 1979, between the Mortgagor, Tak Cheung Chan and Ruby K. Chan, (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").

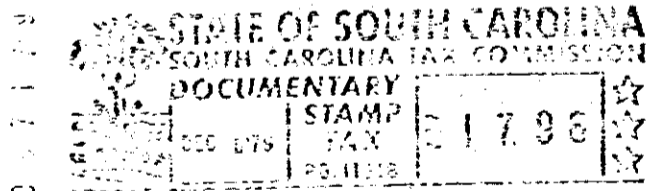
WHEREAS, Borrower is indebted to Lender in the principal sum of Forty-Four Thousand Nine Hundred and No/100 Dollars or so much thereof as may be advanced, which indebtedness is evidenced by Borrower's note dated December 5, 1979, (herein "Note"), providing for monthly installments of interest before 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 September 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 5, 1979, 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 situate, lying and being near the City of Greenville, in the County of Greenville, State of South Carolina, and known and designated as Lot No. 149 of a Subdivision known as Coach Hills, plat of which is recorded in the RMC Office for Greenville County, S. C. in Plat Book 4-X at Pages 85 and 86, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the north side of Coach Hills Drive, at the joint corner of Lots 149 and 150 and runs thence along the joint line of said lots N. 2-54 W. 183.9 feet to an iron pin in the center of Rocky Creek; thence along the center of Rocky Creek as the property line, the traverse lines being as follows: S. 81-47 E. 38.47 feet; N. 85-00 E. 132 feet to an iron pin at the joint rear corner of Lots 148 and 149; thence along the joint line of said lots S. 18-47 W. 224.73 feet to an iron pin on the north side of Coach Hills Drive; thence with the curvature of Coach Hills Drive (the chord being N. 75-27 W. 90.92 feet) to the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of Frank Towers Rice and Greg L. Turner recorded September 11, 1979 in the RMC Office for Greenville County, S. C. in Deed Book 1111 at Page 122.



Derivation:

which has the address of Lot 149, Coach Hills Subdivision, Greenville, S. C.,
[Street] [City]
[State and Zip Code] (herein "Property Address");

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 seized 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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