

DEC 7 4 15 PM '79

DONNIE S. TANKERSLEY  
R.M.C.

**MORTGAGE**  
(Construction—Permanent)

THIS MORTGAGE is made this 7th day of December, 19 79, between the Mortgagor, T. DOYLE KELLEY

, (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 THIRTY-SEVEN THOUSAND, FIVE HUNDRED and no/100 Dollars or so much thereof as may be advanced, which indebtedness is evidenced by Borrower's note dated December 7, 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 7, 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 situate, lying and being on the southeastern side of Saluda Lake Road in Greenville County, South Carolina, being known and designated as Lot No. 5 on plat entitled "Addition to Section 2, West-cliffe" by Piedmont Engineers & Architects dated April 4, 1970, recorded in the Greenville County R.M.C. Office in Plat Book 4-F at Page 32, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of Saluda Lake Road at the joint front corner of Lots 4 and 5 and running thence with the joint line of said lots, S. 18-50 E. 203.5 feet to an iron pin; thence S. 81-16 W. 27 feet to a point; thence S. 36-13 W. 25 feet to an iron pin at the joint rear corner of Lots 5 and 6; thence with the joint line of Lots 5 and 6, N. 59-41 W. 174.3 feet to an iron pin on the southeastern side of Saluda Lake Road; thence with said road, N. 29-07 E. 35 feet to a point; thence N. 36-35 E. 75 feet to a point; thence N. 59-36 E. 75 feet to the Point of Beginning.

Derivation: This is the same property conveyed to T. Doyle Kelley by Deed of James C. Walden and Virginia D. Walden dated 8/28/79, recorded 8/31/79 in the R.M.C. Office of Greenville County in Deed Book 1110 at Page 636, which has the address of Lot 5, Saluda Lake Road Greenville

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.

STATE OF SOUTH CAROLINA  
DOCUMENTARY RECORDS  
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1979

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