

MORTGAGE

BOOK 1484 PAGE 317

FILED
GREENVILLE, S. C.
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THIS MORTGAGE is made this 24th day of January 1980, by and between the Mortgagor, Nelson and Putman Builders, A Partnership (herein "Borrower"), and the Mortgagee, Carolina Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 500 East Washington Street, Greenville, S. C. 29601 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Three Hundred Twenty-eight Thousand Eight Hundred & No/100 Dollars, which indebtedness is evidenced by Borrower's note dated January 24, 1980 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 23, 1981

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, and (b) 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 those pieces, parcels or units situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Units 11, 13, 15, 17, 18, 19, 21 and 23 of TRENTWOOD PROPERTY REGIME, as is more fully described in Master Deed dated October 16, 1974, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Volume 1008 at pages 527-611, inclusive, and survey and plot plan recorded in Plat Book 5-H, at page 48, which Master Deed was amended June 2, 1976 and recorded in the R.M.C. Office for Greenville County, S. C. in Deed Volume 1038 at page 140; said Master Deed was subsequently amended by Second Amendment recorded July 7, 1978 in the R.M.C. Office for Greenville County, S. C. in Deed Volume 1082, at page 742; said Master Deed was subsequently amended by Third Amendment recorded November 3, 1978, in Deed Volume 1091, at page 223; and that Declarant assigned the above numbers by document recorded January 28, 1980, in the R.M.C. Office for Greenville County, South Carolina, in Deed Volume 1119 at page 634.

This is the same property conveyed to the Mortgagors by deed of Cunningham and Associates, A Partnership, dated January 24, 1980, recorded herewith.

NOTWITHSTANDING any other provisions hereof, Mortgagor and Mortgagee hereby agree that the eight (8) units above described may be released from the lien of the within mortgage upon payment of a release price for each unit as follows (together with any accrued unpaid interest due thereon):

Units 18 and 23 - \$46,300.00 each unit; Unit 19 - \$42,700.00;
Unit 15 - \$43,600.00; Units 11, 13 and 21 - \$37,840.00 each unit;
Unit 17 - \$36,380.00

SEE SCHEDULE A ATTACHED

which has the address of 11, 13, 15, 17, 18, 19, 21 & 23, Trentwood, Simpsonville, S. C. 29681 (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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