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MORTGAGE (Construction)

THIS MORTGAGE is made this 14th day of March, 1980, between the Mortgagor, R. L. Rucker Builder, 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 and No/100ths (\$74,000.00) Dollars or so much thereof as may be advanced, which indebtedness is evidenced by Borrower's note dated March 14, 1980, (herein "Note"), providing for monthly installments of interest, with the principal indebtedness, if not sooner paid, due and payable on September 1, 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, (b) the performance of the covenants and agreements of Borrower contained in a Construction Loan Agreement between Lender and Borrower dated March 14, 1980, (herein "Loan Agreement") as provided in paragraph 20 hereof, and (c) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 17 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 in the County of Greenville, State of South Carolina being shown and designated as Lot 114 on a plat of Forrester Woods, Section 7, recorded in the RMC Office for Greenville County in Plat Book 5P, Page 21 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwestern side of Stoney Creek Drive at the joint front corner of Lots 113 and 114 and running thence with the common line of said lots N. 49-0 W. 165 feet to an iron pin at or near a lake; thence N. 46-27 E. 100.4 feet to an iron pin at the joint rear corner of Lots 115 and 114; thence with the common line of said lots, S. 49-0 E. 155.6 feet to an iron pin on the northwestern side of Stoney Creek Drive; thence with the northwestern side of said Drive, S. 41-0 W. 100 feet to an iron pin, the point of beginning.

The above described property is the same conveyed to R. L. Rucker Builder, Inc. by deed of Danco, Inc. recorded herewith in the RMC Office for Greenville County and dated March 11, 1980.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
DOCUMENTARY
STAMP
MAR 14 1980

Derivation:

which has the address of 218 Stoney Creek Drive Greenville
[Street] [City]
S. C. 29607 (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, all fixtures now or hereafter attached to the property, and all appliances, building materials, and other moveables placed in or upon the property if the same were paid for, or were intended to be paid for, from the proceeds of this loan, 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 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 demand, 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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