

FILED
GREENVILLE CO. S. C.
NOV 13 12 24 PM '80
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HARRISLEY
R.M.C.

BOOK 1524 PAGE 358

MORTGAGE

THIS MORTGAGE is made this 13th day of November, 1980, between the Mortgagor, First Carolina Construction Company, Inc., (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of One Hundred Fifty Thousand and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated November 13, 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 December 1, 2005;

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 that piece, parcel or lot of land in the State of South Carolina, County of Greenville, City of Greenville, being known and designated as Lot 3, as shown on plat of property of Southland Co., a partnership, dated April 25, 1978, prepared by C. O. Riddle, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on Southland Avenue, at the joint front corners of Lots 3 and 4, and running thence with Southland Avenue, S. 25-50 E. 60 feet to an iron pin at the joint front corners of Lots 1 and 2; thence S. 64-10 W. 197.51 feet to an iron pin at the joint rear corners of Lots 2 and 3; thence with property now or formerly of McDaniel Heights Apartment Corp., N. 26-29 W. 60 feet to an iron pin at the joint rear corners of Lots 3 and 4; thence N. 64-10 E. 198.2 feet to an iron pin, the point of beginning.

This is the identical property conveyed to the Mortgagor herein by deed of Phyllis B. DeLapp, dated Nov. 13 1980 recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1137, at page 239, on Nov. 13, 1980.

STATE OF SOUTH CAROLINA
RECORDS AND DEEDS DIVISION
DOCUMENTARY
STAMP
\$ 30.00

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which has the address of 28 Southland Avenue Greenville,
(Street) (City)
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.

BR
S.C.
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