

FILED  
CO S.C.  
NOV 13 2 01 PM '80  
DONN ANDERSLEY  
R.M.C.

1524 373

### MORTGAGE (Construction—Permanent)

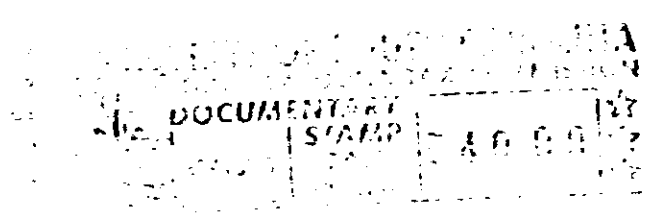
THIS MORTGAGE is made this 12th day of November, 1980, between the Mortgagor, LAWRENCE J. LINKE AND GAIL S. LINKE, (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 1500 Hampton Street, Columbia, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of ONE HUNDRED THOUSAND and 00/100 Dollars or so much thereof as may be advanced, which indebtedness is evidenced by Borrower's note dated November 12, 1980, (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 July 1, 2011;

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 November 12, 1980, (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 in the State of South Carolina, County of Greenville, being known and designated as Lot No. 5 of Rocky Creek Acres, Section II, according to a plat prepared by Freeland and Associates, and recorded in the Greenville County RMC Office in Plat Book 7-C at Page 37, and also according to a more recent plat entitled "Property of Lawrence J. Linke and Gail S. Linke" dated November 7, 1980, and recorded in the RMC Office in Plat Book B-H at Page 69, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the Southern side of Rocky Creek Lane located in a cul-de-sac and proceeding from said point along Rocky Creek Lane N. 51-54 E. 77.3 feet to a point; thence S. 88-46 E. 137.9 feet to a point; thence turning and running S. 0-02 E. 422.5 feet to a point; thence turning and running S. 79-41 W. 300.0 feet to a point; thence turning and running N. 12-34 E. 442.1 feet to the point and place of BEGINNING.



GCTO  
3 NOV 13 80  
823  
4.00CI

Derivation:

which has the address of Lot 5, Rocky Creek Acres, Greenville,  
[Street] [City]  
S.C. (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.

RECORDED  
NOV 13 1980

4328 RV-2