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## MORTGAGE (Construction)

THIS MORTGAGE is made this 31st day of December, 1980, between the Mortgagor, Williams Street Development Corporation, (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 Eighty Thousand and 00/100 (\$80,000.00) Dollars or so much thereof as may be advanced, which indebtedness is evidenced by Borrower's note dated December 31, 1980, (herein "Note"), providing for monthly installments of interest, with the principal indebtedness, if not sooner paid, due and payable on April 1, 1982.

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 31, 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 piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, known and designated as Lot 162 as shown on plat entitled Dove Tree prepared by Piedmont Engineers & Architects dated 9/18/72 and revised 3/29/73 and recorded in the RMC Office for Greenville County, South Carolina in Plat Book 4X at Page 23 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a point on the northerly edge of Sugarberry Drive and running thence with the northerly edge of Sugarberry Drive, S. 60-05 W. 60 feet to a point at the joint corner of Lots Number 162 and 161 and running thence N. 62-28 W. 141.35 feet to a point at the joint corner of Lots Number 161 and 162; thence N. 26-37 E. 147.6 feet to a point on the southerly edge of Shinleaf Drive; thence with the southerly edge of Shinleaf Drive, S. 59-05 E. 14.2 feet; thence S. 49-31 E. 89.1 feet; thence S. 37-35 E. 85.8 feet; thence S. 14-15 W. 29.7 feet to a point on the northerly edge of Sugarberry Drive; thence with the northerly edge of Sugarberry Drive S. 67-19 W. 15 feet to the point of beginning.

This is a portion of the property conveyed to the mortgagor herein by deed of Helen J. Croxton individually and Helen J. Croxton and Hugh B. Croxton, Jr. as Trustees under the Will of Hugh B. Croxton, dated August 8, 1980, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1130, at Page 715 on August 8, 1980.

Derivation:

which has the address of Lot 162 Shinleaf Drive Greenville, S. C. (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, 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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