

2-1977

FILED
GREENVILLE CO. S. C.
FEB 6 3 23 PM '81
DONNE TANKERSLEY
R.M.C.

FILED
GREENVILLE CO. S. C.
FEB 13 1 57 PM '81
DONNE TANKERSLEY
R.M.C.

BOOK 1532 PAGE 925
BOOK 1531 PAGE 910

MORTGAGE (Construction)

THIS MORTGAGE is made this Sixth day of February, 1981, between the Mortgagor, Danco, Inc., Libby Yarborough, Individually, (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-five thousand two hundred and 00/100 Dollars or so much thereof as may be advanced, which indebtedness is evidenced by Borrower's note dated February 6, 1981, (herein "Note"), providing for monthly installments of interest, with the principal indebtedness, if not sooner paid, due and payable on August 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 February 6, 1981, (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 State of South Carolina, County of Greenville, and being known as Lot 104, Plat of Forrester Woods, Section 7, said plat being recorded in the RMC Office for Greenville County in Plat Book 5-P at Pages 21 and 22 and also being shown on a more recent plat by R. B. Bruce, Surveyor, to be Lot 104, Property of Danco, Inc., and having the following metes and bounds as shown thereon to-wit:

BEGINNING at a point on the cul-de-sac of Stoney Creek Drive, the joint corner of Lot 104 and property shown on said plat to be "Reserved by Owner"; thence with the cul-de-sac of said Stoney Creek Drive N. 44-37E. 35 feet to a point; thence turning and continuing to run with said cul-de-sac N. 08-40 E. 30 feet to a point ~~XXXXXX~~ thence continuing to run with said cul-de-sac N. 09-0W. 25 feet to a point, the joint corner of property known as Lot 104 and 105; thence turning and running with the common line of said lots S. 40-10E. 158.4 feet to a point along the rear line of lot 103; thence turning and running with the joint rear line of Lots 19 and 104, S. 31-03W. 150 feet to a point along the rear line of Lot 16; thence turning and running N. 16-22W. 177.5 feet to the POINT OF BEGINNING.

Derivation: Deed Book 1078 at Page 982. W.O. Yarborough to Danco, Inc. Mar 9, 1978
which has the address of Lot #104 Forrester Woods, Mauldin,
[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, 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.

Mortgage rerecorded to show corrected final due date.

SCTD --- 1 FE 6 81 1380

4.0001

0925

4328 RV-2