

11 27 AM '81
SOUTH CAROLINA
W. H. WILKINS

2-1977

Post Office Box 937
Greenville, South Carolina 29602

MORTGAGE
(Construction)

BOOK 1555 PAGE 786

THIS MORTGAGE is made this 23rd day of March, 1981, between the Mortgagor, GATEWOOD BUILDERS, 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 Fifty-Three Thousand Six Hundred and No/100 (\$53,600.00) Dollars or so much thereof as may be advanced, which indebtedness is evidenced by Borrower's note dated March 23, 1981, (herein "Note"), providing for monthly installments of interest, with the principal indebtedness, if not sooner paid, due and payable on September 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 March 23, 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 on the North-western side of Hackamore Court, near the City of Greenville, in the County of Greenville, State of South Carolina, and known and designated as Lot No. 103 of a Subdivision known as Heritage Lakes, plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book 6-H at Page 18, and, according to said plat, has the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northwestern side of Hackamore Court, at the joint front corner of Lots Nos. 103 and 104, and running thence with the joint line of said Lots N. 47-23-26 W. 172.76 feet to an iron pin; running thence N. 45-23-40 E. 159 feet to an iron pin at the joint rear corner of Lots Nos. 103 and 102; running thence with the joint line of said Lots S. 31-26-07 E. 152.53 feet to an iron pin on the Northwestern side of Hackamore Court; running thence with said Court along a curved line, the radius of which is S. 21-58-47 W. 59.6 feet, to an iron pin; thence continuing with said Court S. 45-23-40 W. 46.7 feet; thence continuing with said Court S. 44-00-07 W. 14.46 feet to an iron pin, point of beginning.

This is the identical property conveyed to the Mortgagor herein by Comfortable Mortgages, Inc. by Deed dated October 12, 1978, recorded October 31, 1978, in Deed Book 1090 at Page 987.

GC10

MAR 23 81

Derivation:

which has the address of Lot 103, Hackamore Court, Heritage Lakes, Simpsonville,
[Street] [City]
South Carolina 29681 (herein "Property Address");
[State and Zip Code]

855

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."

4.000CT

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.

0786

4328 RV-2