

FILED
GREENVILLE CO. S. C.

SEP 9 10 42 AM '82

CO. S. C. MORTGAGE

BOOK 1580 PAGE 36

DONNIE S. TANKERSLEY
R.M.C.

BOOK 1589 PAGE 202

THIS MORTGAGE is made this 9th day of September 1982, between the Mortgagor, Nelson & Putman Builders, Inc. (herein "Borrower"), and the Mortgagee, Carolina Federal Savings & Loan Association, a corporation organized and existing under the laws of the United States, whose address is 500 East Washington St., Greenville, S. C. 29601 (herein "Lender").

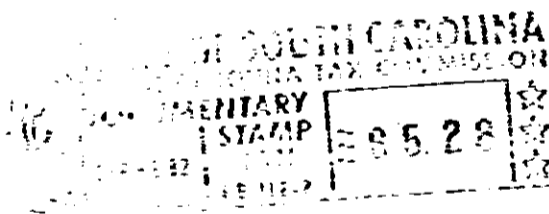
WHEREAS, Borrower is indebted to Lender in the principal sum of One Hundred Sixty-three Thousand Two Hundred and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated September 9, 1982 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 9, 1983.

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 those certain pieces, parcels or units, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Units 41, 42, 43, and 44 of HOLLY TOWNE HORIZONTAL PROPERTY REGIME as is more fully described in Master Deed dated December 31, 1980, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1141, at pages 921 through 993, inclusive, and survey and plot plan recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 8-L, at page 37.

This is a portion of the property conveyed to the Mortgagor by deed of James P. McNamara, et al, by deed recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1134, at page 539, on September 30, 1980.

Mortgagor reserves the right to have released from the lien of this mortgage Units 41, 42 and 43 upon the payment of \$45,000.00 each; and Unit 44 upon the payment of \$47,000.00



which has the address of Bethel Road Simpsonville
[Street] [City]
S. C. 29681 (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.

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