

FILED
GREENVILLE S.C.
JUN 8 4 14 PM '83
DONNIE W. WILSON
REC.

Mortgagee's Address:
P. O. Box 10797
Greenville, SC 29603

1610 229

MORTGAGE (Construction)

THIS MORTGAGE is made this 3rd day of June, 1983, between the Mortgagor, Furman Cooper 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 Forty-one Thousand Five Hundred Fifty and No/100 (\$41,550.00) Dollars or so much thereof as may be advanced, which indebtedness is evidenced by Borrower's note dated June 3, 1983, (herein "Note"), providing for monthly installments of interest, with the principal indebtedness, if not sooner paid, due and payable on March 1, 1984.

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 June 3, 1983, (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 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 26 of OLD MILL ESTATES, SECTION III, as shown on plat recorded in the RMC Office for Greenville County in Plat Book 8P, Page 3, and also as shown on a more recent survey prepared by Freeland & Associates, dated May 30, 1983, entitled "Property of Furman Cooper Builders, Inc." recorded in the RMC Office for Greenville County in Plat Book 9T, Page 95, and having, according to the more recent survey, the following metes and bounds, to wit:

BEGINNING at an iron pin on the eastern side of Mill Estates Road, joint corner of lots 26 & 27 and running thence along the common line of said lots, S 75-00 E 149.85 feet to an iron pin; thence turning and running with the common line of Lots 26 and 25, S 20-25-42 W 135.0 feet to an iron pin on the southern side of East Mill Court; thence turning and running along said East Mill Court, N 75-06 W 112.0 feet to an iron pin at the intersection of East Mill Court and Mill Estates Road; thence with the said intersection, N 30-06 W 35.35 feet to an iron pin on the eastern side of Mill Estates Road; thence turning and running with said Mill Estates Road, N 14-54-09 E 109.65 feet to an iron pin, the point of beginning.

Being a portion of the property conveyed to the Mortgagor herein by deed of C. S. Willingham in deed book 1186 page 461 recorded

which has the address of 222 Mill Estates Road Taylors, South Carolina 29687 (herein "Property Address");

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
JUN-83 TAX 16.64
F.S. 11213

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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