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# MORTGAGE (Construction)

THIS MORTGAGE is made this 22nd day of June, 1983, between the Mortgagor, Carolina Builders of S. C., 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-EIGHT THOUSAND SEVEN HUNDRED FIFTY AND NO/100 (\$48,750.00) Dollars or so much thereof as may be advanced, which indebtedness is evidenced by Borrower's note dated June 22, 1983, (herein "Note"), providing for monthly installments of interest, with the principal indebtedness, if not sooner paid, due and payable on March, 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 22, 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 County of Greenville, State of South Carolina, and being known and designated as Lot No. 65, Terrace Gardens Subdivision, according to a plat prepared of said subdivision recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book QQ, at Page 85, and according to a more recent survey prepared of said property by Freeland & Associates June 22, 1983, and which said plat is recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 9-U, at Page 56, and having the following courses and distances, to-wit:

BEGINNING at an iron pin on the edge of Chatman Street, joint front corner with Lot No. 66, and running thence with the common line with said lot, S. 22-28 W. 179.88 feet; thence running with the common line with Lot No. 68, S. 17-51 W. 52.71 feet to an old iron pin in the line with Lot No. 70; thence running with the common line with said lot, N. 82-15 W. 112.89 feet to a point, joint rear corner with Lot No. 72; thence running with the common line with said lot, N. 82-22 W. 24.67 feet to an old iron pin, joint rear corner with Lot No. 74; thence running with the common line with said lot, N. 16-37 E. 75.27 feet to an old iron pin, joint rear corner with Lot No. 75; thence running with the common line with said lot, N. 37-43 E. 100.09 feet to a point, joint rear corner with Lot No. 76; thence running with the common line with said lot, N. 37-34 E. 102.07 feet to an old iron pin on the edge of Chatman Street; thence running with the edge of said street, S. 65-24 E. 69.42 feet to an iron pin on the edge of said street; thence continuing with the edge of said street, S. 67-32 E. 14.17 feet to an iron pin on the edge of said street, the point of Beginning.

Derivation: The within property is the identical property conveyed to Mortgagor herein by deed of Jim E. Kirby and Ina Rae H. Kirby, dated March 17, 1983, and which said deed was recorded on said date in the R.M.C. Office for Greenville County, South Carolina in Deed Book 1184, at Page 563.

which has the address of Chatman Street Taylors,  
[Street] [City]  
S. C. 29687 (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.

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