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GREENVILLE, S.C.

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DONNIE S. HENSLEY  
R.H.C.

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# MORTGAGE

(Construction)

THIS MORTGAGE is made this 8th day of August, 1983, between the Mortgagor, FOXFIRE PROPERTIES, 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 Ninety Thousand & No/100 (\$90,000.00) Dollars or so much thereof as may be advanced, which indebtedness is evidenced by Borrower's note dated August 8, 1983, (herein "Note"), providing for monthly installments of interest, with the principal indebtedness, if not sooner paid, due and payable on May 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 August 8, 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, with the buildings and improvements thereon, lying and being at the southwesterly intersection of Sugar Creek Road and Stone Hill Court, being shown and designated as Lot No. 383 on plat entitled MAP 6, SUGAR CREEK, as recorded in the RMC Office for Greenville County, S.C., in Plat Book 6-H at Page 63, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwesterly side of Stone Hill Court, said pin being the joint front corner of Lots Nos. 382 and 383, and running thence with the common line of said lots S. 57-53 W. 150 feet to an iron pin, the joint rear corner of Lots Nos. 382 and 383; thence N. 24-24 W. 190.37 feet to an iron pin on the south side of Sugar Creek Road; thence with the south side of Sugar Creek Road N. 81-15-45 E. 125 feet to an iron pin at the southwest intersection of Sugar Creek Road and Stone Hill Court; thence with said intersection S. 64-29 E. 37.6 feet to an iron pin on the southwest side of Stone Hill Court; thence with the southwest side of Stone Hill Court S. 23-18 E. 27.8 feet to an iron pin; thence continuing with said Court S. 27-42 E. 80 feet to an iron pin, the point of beginning.

This being the same property conveyed to the Mortgagor herein by deed of John Cothran Company, Inc., a South Carolina corporation, M. Graham Proffitt, III, and Ellis L. Darby, Jr., to be executed and recorded of even date herewith.

Derivation:

which has the address of Lot 383 Sugar Creek Road Greer  
[Street] [City]  
S.C. 29651 (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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