

REC'D MAY 25 1 10 PM '84 R.M.C. OFFICE

ADJUSTABLE MORTGAGE
(Construction—Permanent)

THIS MORTGAGE is made this 10th day of May, 1984, between the Mortgagor, Finnell Construction Company, LTD. (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings Bank, a corporation organized and existing under the laws of 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 (\$94,525.00) Ninety-four thousand five hundred twenty-five and no/100 Dollars or so much thereof as may be advanced, which indebtedness is evidenced by Borrower's note dated May 10, 1984 (herein "Note"), providing for monthly installments of interest before the amortization commencement date and for monthly installments of principal and interest thereafter, with the balance of the indebtedness, if not sooner paid, due and payable on June 1, 2014

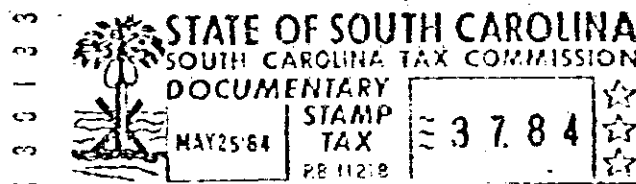
TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, (b) the performance of the covenants and agreements of Borrower contained in a Construction Loan Agreement between Lender and Borrower dated May 10, 1984, (herein "Loan Agreement") as provided in paragraph 24 hereof, and (c) 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 that 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 44 of a Subdivision known as Coachwood Forest as shown on a plat thereof recorded in the RMC Office for Greenville County in Plat Book 9-F at Page 96 and having according to a more recent survey prepared for "William F. Finnell" by B. E. Huskey, RLS, dated May 8, 1984 being recorded in the RMC Office for Greenville County in Plat Book 10-P at Page 66 the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of George's Hideaway at the joint front corner of Lots 36A and 44 and running thence with George's Hideaway N. 52-13 E. 200.13 feet to an iron pin at the corner of Lot 45; thence with the line of Lot 45 S. 32-40 E. 515.7 feet to an iron pin; thence S. 37-49 W. 215 feet to an iron pin at the corner of Lot 37; thence with the line of Lot 37 N. 32-20 W. 569.7 feet to an iron pin on the southeastern side of George's Hideaway, the point of beginning.

This is the same property conveyed to Mortgagor herein by deed of Grace A. Finnell and William F. Finnell dated May 10, 1984 and recorded in the RMC Office for Greenville County in Deed Book 1212 at Page 829.

Derivation:



Lot 44 Coachwood Forest, Simpsonville
which has the address of _____
SC 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.

SC 29681 MAY 25 1984 1138 S.C.