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GREENVILLE, S.C.

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DONNE B. LAWRENCE  
R.M.C.

**ADJUSTABLE MORTGAGE**  
(Construction—Permanent)

THIS MORTGAGE is made this 19th day of July, 1984, between the Mortgagor, FULCO HOMES, INC. (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 One Hundred Two Thousand Six Hundred and No/100 (\$102,600.00) Dollars or so much thereof as may be advanced, which indebtedness is evidenced by Borrower's note dated July 19, 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 August 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 July 19, 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 on the Eastern side of Brigham Creek Drive, County of Greenville, State of South Carolina, being known and designated as Lot No. 326 as shown on a plat of Section No. 13, Devenger Place, dated May, 1981, prepared by Dalton & Neves Co., and recorded in the R.M.C. Office for Greenville County in Plat Book 8-P at page 12, and having, according to said plat and also a more recent plat entitled "Property of Fulco Homes, Inc.", dated June, 1984, prepared by Dalton & Neves Co., the following metes and bounds:

BEGINNING at an iron pin on the Eastern side of Brigham Creek Drive at the joint corner of Lots Nos. 326 and 327, and running thence with the line of Lot No. 327 S. 85-24 E. 167.32 feet to an iron pin; thence with the line of property now or formerly of Larry and Susan Linberger S. 0-11 E. 13.4 feet to an iron pin; thence continuing with the line of the said Linberger property S. 8-38 W. 76.9 feet to an iron pin at the joint rear corner of Lots Nos. 326 and 325; thence with the line of Lot No. 325 N. 85-24 W. 163.03 feet to an iron pin on the Eastern side of Brigham Creek Drive; thence with the Eastern side of Brigham Creek Drive N. 4-36 E. 90 feet to the point of beginning.

This is the identical property conveyed to the Mortgagor herein by deed of Julian Road Developers, dated July 18, 1984, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1217 at page 417, on July 19, 1984.

~~Observation~~

which has the address of Lot 326, Brigham Creek Drive Greer, South Carolina 29651. (herein "Property Address");

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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