

FILED
GREENVILLE CO. S.C.
Dec 19 1 27 PM '84
DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE (Construction)

THIS MORTGAGE is made this 19th day of December,
19 84, between the Mortgagor, Ed Burgess Co., Inc.

, (herein "Borrower"), and the Mortgagee, South Carolina
Federal Savings Bank, 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").

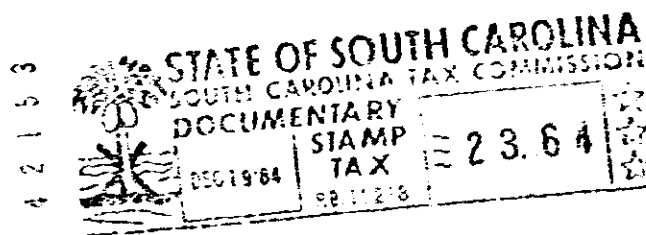
WHEREAS, Borrower is indebted to Lender in the principal sum of Seventy-Eight Thousand Seven
Hundred Fifty and No/100 (\$78,750.00) Dollars or so much thereof as may be advanced, which
indebtedness is evidenced by Borrower's note dated 19 December 1984, (herein "Note"),
providing for monthly installments of interest, with the principal indebtedness, if not sooner paid, due and payable
on 1 September 1985

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the pay-
ment 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
19 December, 1984, (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 suc-
cessors 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 in the County of Greenville, State of
South Carolina, on Walden Way, being shown and designated as Lot No. 35, on plat of
Walden Pond, recorded RMC Office for Greenville County, S. C., in Plat Book "8 P", at
Page 66.

The within is the identical property heretofore conveyed to the mortgagor by deed of
Gatewood Builders, Inc., dated 19 December 1984, to be recorded herewith.

MORTGAGEE'S MAILING ADDRESS: P. O. Box 10797, Greenville, S. C. 29603.



Derivation:

which has the address of Lot No. 35, Walden Pond, Walden Way, Greenville County, South
[Street] [City]
Carolina, (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 im-
provements 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, 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 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 gen-
erally 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.