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BONNIE S. TANKERSLEY R.H.C.

MORTGAGE

(Construction-Permanent)

| THIS MORTGAGE is made this 26th day of September, |
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| 19.77, between the Mortgagor, Gary L. Price and Jane T. Price |
| , (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 <u>Forty Three Thousand</u> <u>Fight Hundred Seventy Five & No/100—Bollars or so much thereof as may be advanced, which indebtedness is evidenced by Borrower's note dated <u>September 26, 1977</u>, (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 <u>March 1, 2007</u>;</u> |
| 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 September 26, 19.77, (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. |
| ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville and being known and designated as Lot No. 15 of a subdivision known as Lost Valley as shown on plat recorded in the R.M.C. Office for Greenville County in Plat Book 5P, at Page 36, and having, according to said plat, the following metes and bounds, to-wit: |
| BEGINNING at an iron pin on the cul-de-sac on Westview Avenue, joint front corner of Lots No. 15 and 16 and running thence along said lots S. 84-04 W. 82.1 feet to an iron pin; running thence along the rear lot line of Lot No. 15 N. 2-35 E. 93.8 feet to an iron pin, joint rear corner of Lots 15 and 14; running thence along the common line of said lots S. 88-13 E. 100 feet to an iron pin on the cul-de-sac; thence running along the cul-de-sac of Westview Avenue S. 2-35 W. 9.1 feet to an iron pin; thence S. 27-15 W. 10.4 feet to an iron pin; thence with the curve of the cul-de-sac, the chord of which is S. 29-35 W. 45.4 feet to an iron pin; thence with the curve of the cul-de-sac, the chord of which is S. 11-47 E. 24.8 feet to an iron pin. the point of beginning. |
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| Derivation: This being the same property conveyed unto the Mortgagors herein by deed from United Development Services, Inc. of even date to be recorded herewith. |
| which has the address of Westview Avenue Greenville |
| S. C. (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.