

GREENVILLE COUNTY

APR 21 1978

1429 00039

MORTGAGE
(Construction—Permanent)

THIS MORTGAGE is made this 21st day of April, 1978, between the Mortgagor, WERBER CO., 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 FORTY-EIGHT THOUSAND AND NO/100 (\$48,000.00) Dollars or so much thereof as may be advanced, which indebtedness is evidenced by Borrower's note dated April 21, 1978, (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 October 1, 2007;

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 April 21, 1978, (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 certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated as Lot No. 9, Shawn Drive on a plat entitled "Rustic Estates" dated April 16, 1974, by Piedmont Engineers-Architects-Planners, and recorded in the R.M.C. Office for Greenville County Plat Book 4-R, at Page 71, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the northern side of Shawn Drive at the intersection of Lots 8 and 9 and running thence along Shawn Drive N.50-00 W. 100-feet to a point; thence N. 39-59 E. 160-feet to a point; thence S. 59-00 E. 100-feet to a point; thence S. 39-58 W. 160-feet to the point of beginning.

This being the same property conveyed to the mortgagor by deed of The South Carolina National Bank as recorded in the R.M.C. Office for Greenville County on October 6, 1977 in Mortgage Book 1066, at Page 335.

Derivation:

which has the address of Shawn Drive Mauldin
[Street] [City]
South Carolina 29662
[State and Zip Code] (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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