

NOV 17 1 57 PM '78

MORTGAGE (Construction)

THIS MORTGAGE is made this 17 th day of November, 1978, between the Mortgagor, Marvin O. Cooper, (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 One Hundred Thirteen Thousand Six Hundred and No/100 (\$113,600.00) - - - Dollars or so much thereof as may be advanced, which indebtedness is evidenced by Borrower's note dated November 17, 1978, (herein "Note"), providing for monthly installments of interest, with the principal indebtedness, if not sooner paid, due and payable on May 1, 1980.

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 November 17, 1978, (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 successors and assigns the following described property located in the County of Greenville, State of South Carolina: in the City of Mauldin, being known and designated as Lot 163 on plat of Forrester Woods, Section IV, recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book 4-R at Page 68, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on Hamby Road at the joint front corner of Lots 162 and 163 and running thence with the common line of said lots, S. 37-14 W., 170.2 feet to a point at the joint rear corner of lots 162 and 163; thence turning and running S. 51-45 E., 130 feet to a point at the joint rear corner of Lots 163 and 164; thence turning and running with the common line of said lots, N. 24-46 E., 204.1 feet to a point on Hamby Road at the joint front corner of Lots 163 and 164; thence turning and running with Hamby Drive, N. 70-05 W., 90 feet to the point of beginning.

This is the same property conveyed to the mortgagor herein by deed of Joseph S. and Mary M. Stall recorded in the R. M. C. Office for Greenville County on October 12, 1978, in Deed Book 1089 at Page 806.

ALSO: ALL that piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, in the City of Mauldin, being known and designated as Lot 110 on plat of Forrester Woods, Section 7, recorded in the R. M. C. Office for Greenville County, South Carolina in Plat Book 5-P at Pages 21 and 22, and having, according to said plat, the following metes and bounds, to-wit:

(Continued on page 5)

Derivation:

which has the address of Lot 163 - Rt. 6, Hamby Road; Lot 110 - Rt. 6, Stoney Creek Dr.

Greenville SC 29607 (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, 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 seized 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 demand, 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.

OCTOBER 17 1978

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