

P. O. Box 10148
Greenville, S.C.

FILED
GREENVILLE CO. S. C.
JUN 13 2 45 PM '79
DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE

THIS MORTGAGE is made this 13th day of June 1979, between the Mortgagor, CREATIVE BUILDERS, INC. (herein "Borrower"), and the Mortgagee, FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of South Carolina, whose address is P. O. Box 10148 Greenville, South Carolina (herein "Lender").

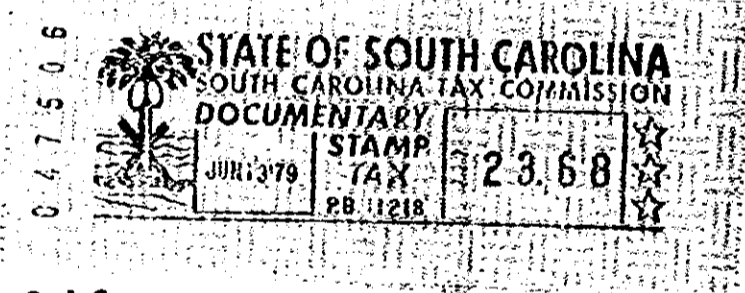
WHEREAS, Borrower is indebted to Lender in the principal sum of FIFTY-NINE THOUSAND TWO HUNDRED (\$59,200.00) Dollars, which indebtedness is evidenced by Borrower's note dated June 13, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on March 1, 2005.

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, and (b) 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 Greenville County, South Carolina, being shown and designated as Lot 23 on a Plat of Section II, OAKFERN, recorded in the RMC Office for Greenville County in Plat Book 6-H, at Page 53, and having, according to said Plat, the following metes and bounds:

BEGINNING at an iron pin on the southern side of Oakfern Drive, joint front corner of Lots 24 and 23, and running thence with the common line of said lots, S 27-48 E, 160 feet to an iron pin; thence with the rear line of Lot 23, S 62-12 W, 120 feet to an iron pin, joint rear corner of Lots 22 and 23; thence with the common line of said Lots, N 27-48 W, 160. feet to an iron pin on the southern side of Oakfern Drive; thence with said Drive, N 62-12 E, 120 feet to an iron pin, the point of beginning.

This is the same property conveyed to the Mortgagor herein by deed of Edward H. Hembree Builders, Inc., dated June 13, 1979, to be recorded simultaneously herewith.



which has the address of lot 23, Section II, Oakfern (Street) (City) (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 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 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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