

195 Camperdown Way
Greenville, S.C.

BOOK 1435 PAGE 78

FILED
GREENVILLE CO. S.C.

RILEY & RILEY

JUN 14 2 55 PM '78

DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE
(Construction—Permanent)

THIS MORTGAGE is made this 12th day of June,
1978, between the Mortgagor, Nils P. Ekberg & Elaine C. Ekberg

, (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-one Thousand,
Three Hundred & No/100--(\$41,300.00) Dollars or so much thereof as may be advanced, which
indebtedness is evidenced by Borrower's note dated June 12, 1978, (herein "Note"),
providing for monthly installments of interest before the amortization commencement date and for monthly install-
ments of principal and interest thereafter, with the balance of the indebtedness, if not sooner paid, due and payable
on December 1, 2008;

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 Bor-
rower dated June 12, 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 in the State of South
Carolina, County of Greenville, being shown and designated as Lot 21
on plat of Section II, THE MEADOWS, prepared by W. R. Williams, Jr.,
Surveyor, dated November 8, 1976 and recorded in the RMC Office for
Greenville County, S.C. in Plat Book 5-P at Page 75, and having,
according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the end of cul-de-sac of Rising Sun Court
at the joint front corner of Lots 21 and 22 and running thence with
the joint line of said Lots, N. 54-07 W. 129 feet to an iron pin;
thence continuing with joint line of said Lots, N. 37-45 W. 162 feet
to an iron pin on line of property, now or formerly, of Demsey; thence
with line of said Demsey property, N. 84-23 W. 100 feet to an iron
pin at the joint corner of property, now or formerly, of Cochran;
thence with line of Cochran property, S. 16-54 E. 212.1 feet to an
iron pin at the joint rear corner of Lots 12 and 21; thence with the
joint line of said Lots, S. 43-02 E. 86.1 feet to an iron pin on line
of Lot 12 at the joint corner of Lots 21 and 20; thence with joint
line of said Lots, N. 82-29 E. 159.6 feet to an iron pin on the cul-
de-sac of Rising Sun Court; thence with curve of said cul-de-sac, N. 37-
40 E. 40 feet to the beginning corner.

Derivation: This being the same property conveyed to the mortgagors herein
by deed of United Development Services, Inc., of even date, to be
recorded herewith
which has the address of Rising Sun Court Taylors

S.C. 29687 (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 at-
tached to the property, all of which, including replacements and additions thereto, shall be deemed to be and re-
main 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 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.

GCTC
--- 1 JUN 14 78

165

3-SOCI

4328 RV-2

0706