

Mortgagee's Address: 115 E.  
Camperdown Way, Greenville, S.C.  
29602

ECO: 1504 P: 626

REC'D  
S.C.  
JUN 11 PM '80  
SLESLEY

### MORTGAGE (Construction—Permanent)

THIS MORTGAGE is made this 6th day of June, 1980, between the Mortgagor, Thomas W. Dacus and Cynthia S. Dacus, (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 Six Thousand Eight Hundred Fifty & No/100 (\$46,850.00) Dollars or so much thereof as may be advanced, which indebtedness is evidenced by Borrower's note dated June 6, 1980, (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 February, 2011;

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 June 6, 1980, 1980, (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 piece, parcel or lot of land, with all buildings and improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the northwestern side of Harness Trail being known as Lot No. 108 according to a plat of Heritage Lakes Subdivision prepared by Heaner Engineering Co., Inc. dated October, 1977 recorded in the RMC Office for Greenville County, South Carolina in Plat Book 6-H, page 18 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a point on the northwestern side of Harness Trail, joint front corner of Lot 107 and 108; thence with the common line of said lots, N. 44-36-14 W. 190.03 feet to an iron pin in the line of property now or formerly owned by Hattie Bell Estate; thence N. 45-20-46 E. 120 feet to an iron pin, joint rear corner of Lots 108 and 109; thence with the common line of said lots, S. 44-36-25 W. 190.03 feet to a point on the northwestern side of Harness Trail; thence with the northwestern side of Harness Trail, S. 45-23-40 W. 120 feet to the point of beginning.

This being the same property conveyed to the mortgagors by deed of Comfortable Mortgage Company, of even date to be recorded herewith.

Derivation:

DOCUMENTARY  
SEARCHED  
INDEXED  
SERIALIZED  
FILED

which has the address of Lot 108 Harness Trail, Heritage Lakes Sub.,  
[Street] [City]  
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.

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