

2-1977

FILED  
GREENVILLE CO. S. C.  
MAR 2 3 27 PM '83  
DONNIE S. TANKERSLEY  
R.M.C.

809: 1596 411

### MORTGAGE (Construction)

THIS MORTGAGE is made this 2nd day of March,  
1983, between the Mortgagor, Ed Burgess 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").

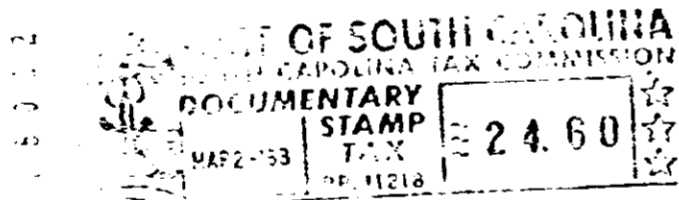
WHEREAS, Borrower is indebted to Lender in the principal sum of Sixty-one thousand five hundred  
and no/100 (61,500.00) Dollars or so much thereof as may be advanced, which  
indebtedness is evidenced by Borrower's note dated 2 March 1983, (herein "Note"),  
providing for monthly installments of interest, with the principal indebtedness, if not sooner paid, due and payable  
on November 1, 1983.

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 2 March, 1983, (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  
Greenville, State of South Carolina:

All that certain piece, parcel, or lot of land in the County of Greenville, State of  
South Carolina, being a portion of Lot No. 38 on plat of Northwood, Section 1, recorded  
in the RMC Office for Greenville County, S. C., in Plat Book "7 X", at Page 98, and  
being shown on more recent survey entitled "Property of Ed Burgess Co., Inc.", prepared  
by R. B. Bruce, RLS, 22 February 1983, recorded in the RMC Office for Greenville County,  
S. C., in Plat Book "9 N", at Page 51.

The within is the identical property heretofore conveyed to the mortgagor by deed of  
Balentine Brothers Builders, Inc., dated 28 February 1983, to be recorded herewith.

MORTGAGEE'S MAILING ADDRESS: P. O. Box 10797, Greenville, South Carolina 29603.



Derivation:

which has the address of Lot 38, Northwood S/D Taylors,  
[Street] [City]  
South Carolina 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, 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.

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