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FILED GREENVILLE S.C. OCT 7 4 07 PM '83 DONNIE S. LESLIE R.M.C.

FILED GREENVILLE S.C. NOV 3 4 03 PM '83 DONNIE S. LESLIE R.M.C.

MORTGAGE (Construction)

THIS MORTGAGE is made this 7th day of October 19 83, between the Mortgagor, Worth D. Kiger, (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 Fifty Thousand Two Hundred and no/100----- Dollars or so much thereof as may be advanced, which indebtedness is evidenced by Borrower's note dated October 7, 1983, (herein "Note"), providing for monthly installments of interest, with the principal indebtedness, if not sooner paid, due and payable on July 1, 1984.

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 October 7, 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, State of South Carolina:

ALL that piece, parcel or lot of land situate, lying and being on the southwestern corner of the intersection of Strange Road with Buckingham Way in Greenville County, South Carolina being known and designated as lot no. 20 as shown on a plat of WINDSOR OAKS, SECTION 2, recorded in Plat Book 7-C at Page 13 and having according to a more recent survey thereof entitled PROPERTY OF WORTH D. KIGER made by Freeland & Associates dated October 4, 1983, recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 10B at Page 64 the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Buckingham Way at the joint front corner of lots nos. 20 and 21 and running thence along the southern side of Buckingham Way, N. 69-32 E. 74.32 feet to an iron pin on the edge of the right of way of the southwestern side of Strage Road; thence along the southwestern side of Strange Road, S. 56-20 E. 151.40 feet to an iron pin; thence along the rear line of lot no. 19, S. 71-51 W. 146.03 feet to an iron pin; thence along the rear line of lot no. 39; S. 66-09 W. 11.38 feet to an iron pin; thence along the common line of lots nos. 20 and 21, N. 23-16 W. 117.61 feet to an iron pin, the point of beginning.

The above property is the same property conveyed to the mortgagor by deed of W. N. Leslie, Inc. to be recorded herewith.

Derivation:

which has the address of Lot 20, Buckingham Way, Taylors, S. C. 29687 (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.

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