

CONSTRUCTION LOAN MORTGAGE  
(SOUTH CAROLINA)  
GREENVILLE CO. S.C.  
APR 27 11 36 AM '83  
DONNIE S. TANKERSLEY  
R.M.C.

Recording Data:

BOOK 87 PAGE 1018

Return: Wilkins 1603 PAGE 911  
Wilkins, + Nelson, PT

STATE OF SOUTH CAROLINA } ss.  
COUNTY OF Greenville }

KNOW ALL MEN BY THESE PRESENTS, that DONALD E. BALTZ, INC.  
hereinafter called the Mortgagor, of Greenville County, in the State aforesaid,  
SEND GREETING:

WHEREAS, WACHOVIA MORTGAGE COMPANY, a corporation duly chartered under the laws of the State of North Carolina, having its principal place of business at Post Office Box 3195, Winston-Salem, North Carolina 27102, has agreed to lend to the Mortgagor, and has earmarked for the benefit of the Mortgagor, the sum of Sixty-Six thousand (\$66,000.00) Dollars (\$ 66,000.00) to be advanced from time to time in installments as justified by progress of construction, for the purpose of constructing a building or buildings and other improvements (hereinafter referred to as improvements) in accordance with plans and specifications approved, or to be approved, by the said WACHOVIA MORTGAGE COMPANY, on the premises hereinbelow described:

AND WHEREAS, the Mortgagor agrees to accept any and all installments advanced by the said WACHOVIA MORTGAGE COMPANY, up to the full amount stated above;

AND WHEREAS, the Mortgagor is thereby indebted to WACHOVIA MORTGAGE COMPANY, in the said sum of Sixty-Six thousand (\$66,000.00) Dollars (\$ 66,000.00), as evidenced by their Note of even date herewith:

SOUTH CAROLINA, known and designated as Lot No. 150, shown on a plat of the subdivision of BROOKSIDE, Section Six, Phase One, recorded in the RMC Office for Greenville County in plat book 9-F page 19.

This is one of the same lots conveyed to mortgagor by Donald E. Baltz by deed dated April 26, 1983 to be recorded herewith.

Paid & Satisfied In Full

This September 17, 1984 1503

Wachovia Mortgage Co.  
Winston-Salem, N. C.

*Josephine M. DeLeon*  
Vice Pres.

IN THE PRESENCE OF:

*Carroll B. Curran*  
WITNESS

*Donnie S. Tankersley*  
R.M.C.

together with all and singular the rights, members, hereditaments, and appurtenances to the said premises belonging or in any wise incident or appertaining:

TO HAVE AND TO HOLD, all and singular the said premises unto the said WACHOVIA MORTGAGE COMPANY, its successors or assigns, forever, and the Mortgagor does hereby bind himself and his heirs, executors, administrators, or assigns to warrant and forever defend all and singular the said premises unto the said WACHOVIA MORTGAGE COMPANY, its successors or assigns, from and against him and his heirs, executors, administrators, or assigns, and all other persons whomsoever lawfully claiming or to claim the same or any part thereof.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if the said Mortgagor does and shall well and truly pay, or cause to be paid, unto the said WACHOVIA MORTGAGE COMPANY, its successors or assigns, the said debt or sum of money aforesaid, with interest thereon as aforesaid, and shall perform the covenants herein contained according to the true intent and meaning of said Note and this Mortgage, then this Deed of Bargain and Sale shall cease, determine, and be utterly null and void; otherwise, it shall remain in full force and virtue.

1. THE MORTGAGOR COVENANTS AND AGREES that he will begin construction of improvements not later than thirty (30) days from date herewith; will continually prosecute the work and will complete and pay for said improvements on or before five (5) months from date herewith; and that the funds to be advanced herein are to be used solely in the construction of said improvements in accordance with a building loan agreement between the Mortgagor and WACHOVIA MORTGAGE COMPANY, of even date herewith, which building loan agreement is incorporated herein by reference to the same extent and effect as if fully set forth and made a part of this Mortgage. In the event of any default in any of the covenants or agreements contained in the building loan agreement above referred to, or in this Mortgage, WACHOVIA MORTGAGE COMPANY, may, at its option, defer foreclosure proceedings and may take action under and invoke the rights and remedies provided in said building loan agreement and in this Mortgage.

Wilkins, Nelson, + Nelson

RECORDED IN THE R.M.C. OFFICE FOR GREENVILLE COUNTY, SOUTH CAROLINA, ON NOV 16 1984

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