

MORTGAGE OF REAL ESTATE--Prepared by E. RANDOLPH STONE, Attorney at Law, Greenville, S. C.

BOOK 1290 PAGE 337

GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

Sept 11 4 59 PM '73

DONNIE S. TANKERSLEY
R.H.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, James Michael Cothran and Jo Ann M. Cothran

(hereinafter referred to as Mortgagor) is well and truly indebted unto Thomas A. Cothran, Jr.

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Fourteen thousand and no/100-----

----- Dollars (\$ 14,000.00) due and payable
Eighty-five and no/100 (\$85.00) Dollars on the first day of October 1973, and
Eighty-five and no/100 (\$85.00) Dollars on the first day of each and every
month thereafter until paid in full.

with interest thereon from date at the rate of seven per centum per annum, to be paid: monthly.
Monthly payments to be applied first to the interest then to the principal.

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the eastern edge of a surfaced county road and being known and designated as Lot A on a plat of property of J. G. Cothran dated July 21, 1971 prepared by D. G. Casey, R.L.S., and containing 1.26 acres, more or less, and having according to said plat the following metes and bounds:

Beginning at an X marked in the center of surfaced county road and running thence S. 44-05 E. 153 feet to a stone; thence a long a line of property of J. G. Cothran S. 49-05 E. 286.3 feet to an iron pin; thence a long a line of property of J. G. Cothran S. 2-18 W. 171 feet to an iron pin; thence a long a line of Lot B. N. 57-09 W. 287 feet to a point in the center of said road; thence a long the center of said road N. 3-59 W. 127 feet to a point; thence continuing a long the center of said road N. 19-35 W. 197.5 feet to the beginning corner.

This property is subject to existing easements; restrictions and rights-of-way upon or affecting said property.

STATE OF SOUTH CAROLINA
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PROBATE

Personally appeared the undersigned witness and made oath that (s)he saw the within named mortgagor(s) sign, seal and as the mortgagor(s) act and deed deliver the within mortgage and that (s)he, with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this 5th day of September 1973.

E. Randolph Stone (SEAL)
Notary Public for South Carolina
My Commission expires: 1-4-81

Sharon Joice Benfield



Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whatsoever lawfully claiming the same or any part thereof.

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