

MORTGAGE OF REAL ESTATE—Office of KENNEDY, STEPHENSON & JOHNSON, Attorneys at Law, Greenville, S. C.

FILED 1976 APR 11

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

APR 15 4 35 PM '76
DONNIE S. TANKERSLEY
R.H.C.

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JAMES R. OWINGS, JR., and REBECCA R. OWINGS,

(hereinafter referred to as Mortgagor) is well and truly indebted unto COTHRAN & DARBY BUILDERS, INC.,

(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 Two Thousand Dollars and No/100-----

Dollars (\$ 2,000.00) due and payable

on or before April 15, 1976.

with interest thereon from *date* at the rate of 9% per centum per annum, to be paid: at maturity

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, lying and being on the southerly side of Lake Water Court, near the City of Greenville, South Carolina, being known and designated as Lot No. 259 on plat entitled "Map No. 1, Section One, Sugar Creek", as recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 5D, at Page 18, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southerly side of Lake Water Court, said pin being the joint front corner of Lots 259 and 260 and running thence with the common line of said lots S. 54-07-46 E. 118.10 feet to an iron pin, the joint rear corner of Lots 259 and 260; thence S. 27-15-31 W. 26.46 feet to an iron pin; thence S. 35-52-49 W. 133.22 feet to an iron pin; thence S. 60-16-11 W. 103.71 feet to an iron pin, the joint rear corner of Lots 258 and 259; thence with the common line of said lots N. 08-53-46 E. 234.82 feet to an iron pin on the southerly side of Lake Water Court; thence with the southerly side of Lake Water Court on a curve, the chord of which is N. 67-23 E. 52.27 feet to an iron pin, the point of beginning.

This mortgage is subordiante and junior to that certain mortgage given to Fidelity Federal Savings and Loan Association, dated October 16, 1975, and recorded in the RMC Office for Greenville, South Carolina, October 14, 1975.



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 who may lawfully claim the same or any part thereof.

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