

GREENVILLE CO. S. C.

FEB 2 2 51 PM '76

DONNIE S. TANKERSLEY
R.M.C.

KENDRICK, STEPHENSON, JOHNSON & TENCHER

MORTGAGE

NO 1359 REC 379

THIS MORTGAGE is made this 2nd day of February 1976 between the Mortgagor, COTHRAN & DARBY BUILDERS, INC. (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings & Loan Association a corporation organized and existing under the laws of 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 Five Thousand and No/100-- Dollars, which indebtedness is evidenced by Borrower's note dated February 2, 1976 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 1, 2001

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, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 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 certain piece, parcel or lot of land, with the buildings and improvements thereon, situate, lying and being on the northeasterly side of Sugar Lake Court, near the City of Greenville, South Carolina, being known and designated as Lot No. 243 on plat entitled "Map No. 4, Section One, Sugar Creek", as recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 5D, at page 72, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeasterly side of the cul de sac of Sugar Lake Court, said iron pin being the joint front corner of Lot Nos. 242 and 243 and running thence S. 68-42-24 E. 162.17 feet to an iron pin, the joint rear corner of said lots; turning and running thence N. 52-24-42 E. 50.73 feet to an iron pin, the joint rear corner of Lot Nos. 240 and 243; turning and running thence N. 37-44-01 W. 175.00 to an iron pin; turning and running thence S. 53-00-00 W. 110.25 feet to an iron pin on the northeasterly side of the cul de sac of Sugar Lake Court; turning and running thence to a point on the northeasterly side of Sugar Lake Court; turning and running along Sugar Lake Court on a curve the chord of which is S. 04-59-01 E. 44.27 feet to an iron pin, the point of beginning.



which has the address of 102 Sugar Lake Court Greenville Greer (City)

SC 29651 (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 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, and all fixtures now or hereafter attached to the property, 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 (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised 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 demands, 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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