

3 Sugar Creek Road, Greenville, S. C. 29651

GREENVILLE CO. S. C.

BOOK 1397 PAGE 807

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MAY 16 1977
RECORDED
R.M.C.

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

WHEREAS, ROBERT L. GILREATH AND JUANITA P. GILREATH

(hereinafter referred to as Mortgagor) is well and truly indebted unto COTHRAN AND 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

SIX THOUSAND AND NO/100-----Dollars (\$ 6,000.00) due and payable

IN FULL NINETY (90) DAYS FROM MAY 16th, 1977.

with interest thereon from May 16th, 1977 at the rate of 8.50 per centum per annum, to be paid: AS SET OUT ABOVE.

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

ALL that certain piece, parcel or lot of land, and the improvements thereon, situate lying and being in the County of Greenville, State of South Carolina, and being known and designated as Lot No. 123 on a plat of Sugar Creek, Section One, said plat being recorded in the RMC Office for Greenville County, S. C. in Plat Book 4R at Page 86, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on Silver Creek Road and running thence along said road S. 50-05-00 E. 145.41 feet to an iron pin; thence running S. 38-36-18 E. 150 feet to an iron pin; thence running N. 50-52-22 W. 171.77 feet to an iron pin on Sun Meadow Road; thence running along said Sun Meadow Road N. 39-07-38 E. 127.34 feet to an iron pin; thence running S. 84-31-19 E. 35.11 feet to an iron pin on Silver Creek Road, the point of beginning.

Derivation: Deed Book 1056, Page 630, - Cothran and Darby Builders, Inc. - 5/16/1977

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 whomsoever lawfully claiming the same or any part thereof.

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