

FILED  
GREENVILLE CO. S. C.  
M 237 5/11/77  
DONNIE S. TANKERSLEY  
R.M.C.

1438 105



State of South Carolina

MORTGAGE OF REAL ESTATE

COUNTY OF GREENVILLE

To All Whom These Presents May Concern:

COTHRAN & DARBY BUILDERS, INC.

(hereinafter referred to as Mortgagor) (SEND(S) GREETINGS:

WHEREAS, the Mortgagor is well and truly indebted unto FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, SOUTH CAROLINA (hereinafter referred to as Mortgagee) in the full and just sum of Fifty-nine

Thousand Five Hundred and No/100----- (\$ 59,500.00 )

Dollars, as evidenced by Mortgagor's promissory note of even date herewith, which note does not contain a provision for escalation of interest rate (paragraphs 9 and 10 of this mortgage provides for an escalation of interest rate under certain conditions), said note to be repaid with interest as the rate or rates therein specified in installments of Four Hundred Seventy-eight and 76/100----- (\$ 478.76 ) Dollars each on the first day of each month hereafter, in advance, until the principal sum with interest has been paid in full, such payments to be applied first to the payment of interest, computed monthly on unpaid principal balances, and then to the payment of principal with the last payment, if not sooner paid, to be due and payable 30 years after date; and

WHEREAS, said note further provides that if at any time any portion of the principal or interest due thereunder shall be past due and unpaid for a period of thirty days, or if there shall be any failure to comply with and abide by any By-Laws or the Charter of the Mortgagee, or any stipulations set out in this mortgage, the whole amount due thereunder shall, at the option of the holder thereof, become immediately due and payable, and said holder shall have the right to institute any proceedings upon said note and any collaterals given to secure same, for the purpose of collecting said principal due, and interest, with costs and expenses for proceedings; and

WHEREAS, the Mortgagor may hereafter become indebted to the Mortgagee for such further sums as may be advanced to the Mortgagor's account for the payment of taxes, insurance premiums, repairs, or for any other purpose;

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of said debt and to secure the payment thereof and any further sums which may be advanced by the Mortgagee to the Mortgagor's account, and also in consideration of the sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing 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, the following described real estate:

All that certain piece, parcel, or lot of land, with all improvements thereon, or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of

All that certain piece, parcel, or lot of land with the buildings and improvements thereon, lying and being on the Easterly side of Sugar Creek Court near the city of Greenville, South Carolina being known and designated as Lot No. 91 as shown on a plat entitled "Map No. 5, Sugar Creek", as recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 6-H at page 2 and having, according to said plat, the following metes and bounds to-wit:

BEGINNING at an iron pin on the Easterly side of Sugar Creek Court said pin being the joint front corner of Lots No. 91 and 92 and running thence with the common line of said Lots N 75-13-59 E 132.83 feet to a point in the center of a branch the joint rear corner of Lots Nos. 91 and 92; thence with the center of the branch as the line the traverse line being S 1-45-17 W 306.41 feet to a point in the center of the branch the joint rear corner of Lots Nos. 90 and 91; thence with common line of said Lots N 32-14-25 W 276.40 feet to an iron pin on the Easterly side of Sugar Creek Court; thence with the Easterly side of Sugar Creek Court on a curve the chord of which N 36-18-55 E 47.94 feet to an iron pin the point of beginning.

This is the identical property conveyed to the grantors herein by deed of James D. Ward, recorded in the R.M.C. Office for Greenville County, S.C., on September 1, 1973, in Deed Book 954, page 1, and by deed of John C. Cothran Company, Inc. recorded in said R.M.C. Office on May 1, 1973, in Deed Book 973, page 519.

RECORDED  
STAMP  
TAX 23.80  
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