

FILED
GREENVILLE CO. S. C.
JUL 14 2 58 PM '78
SONNIE S. TANKERSLEY
R.M.C.

BOOK 1438 PAGE 153

MORTGAGE

THIS MORTGAGE is made this 13th day of July, 1978, between the Mortgagor, Cothran and Darby Builders, Inc. (herein "Borrower"), and the Mortgagee, GREER FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of SOUTH CAROLINA, whose address is 107 Church Street, Greer, South Carolina 29651 (herein "Lender").

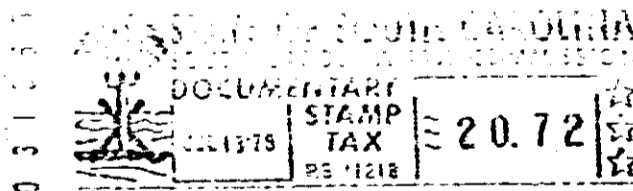
WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty-One Thousand Eight Hundred and No/100ths Dollars, which indebtedness is evidenced by Borrower's note dated July 13, 1978 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 1, 2008;

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, lying and being on the Northwesterly side of Briar Creek Road near the City of Greenville, S. C., and being known and designated as Lot No. 75 on plat entitled "Map No. 5, Sugar Creek" as recorded in the R.M.C. Office for Greenville County, S.C., 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 Northwesterly side of Briar Creek Road said pin being the joint front corner of Lots No. 74 and 75 and running thence with the common line of said Lots N 45-00 W 184.05 feet to an iron pin the joint rear corner of Lots Nos. 74 and 75; thence S 39-29-41 W 125.58 feet to an iron pin the joint rear corner of Lot Nos. 75 and 76; thence with the common line of said Lots S 45-00 E 172.01 feet to an iron pin on the Northwesterly side of Briar Creek Road; thence with the Northwesterly side of Briar Creek Road N 45-00 E 125 feet to an iron pin the point of beginning.

This is a portion of the property conveyed to the mortgagors herein by deed of M. Graham Proffitt, III, Ellis L. Darby Jr. and John Cothran Company recorded in the Greenville County RMC Office in Deed Book 1083, page 157, on July 14, 1978.



which has the address of Lot No. 75, Briar Creek Road Greer (City)
(Street)
S.C. 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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