

Mortgagee's Address: 105 Sugar  
Creek Road  
Greenville, S. C. 29651

MORTGAGE OF REAL ESTATE - Office of **HILL, WYATT & BANNISTER** Attorneys at Law, Greenville, S. C. 29651

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

GREENVILLE CO. S. C.  
38 9 4 25 PM '70  
CONNIE S. TANKERSLEY  
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, **W. T. MUNDY, JR. and MILDRED H. MUNDY**

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

**Forty Five Thousand Two Hundred Fifty and no/100 -----Dollars (\$45,250.00)** due and payable  
as set forth in note of even date

with interest as per note

with interest as per note

with interest as per note

WHEREAS, the Mortgagee 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 Mortgagee in hand well and truly paid by the Mortgagor 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 southern side of Tara Avenue, near the City of Greenville, known and designated as Lot No. 42 of a subdivision known as Cunningham Acres, plat of which is recorded in the RMC Office for Greenville County, S. C. in Plat Book 388 at Page 118, said lot having such metes and bounds as shown thereon.

This is the same property conveyed to the mortgagors herein by deed of Robert W. Ramsey recorded August 24, 1970, in Deed Book 896, Page 547.

This mortgage is junior and subordinate to that certain mortgage owned by First Federal Savings and Loan Association in the original amount of \$25,500.00 recorded in the RMC Office in Mortgage Book 1146, Page 160.

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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 fastened 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 Mortgagee 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 have ever lawfully claimed the same or any part thereof.

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