

#5660

MORTGAGE OF REAL ESTATE - Offices of ~~XXXXXXXXXXXXXXXXXXXX~~ ~~XXXXXXXXXXXXXXXXXXXX~~

HILL, WYATT & BANNISTER

Mortgagee's Mailing Address: 105 Sugar Creek Rd., Greer, S. C. 29651

REC: 1490 772

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

11 41 AM '80
DONN... HERSLEY
A.M.C.

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

WHEREAS, JOHN R. THOMAS

(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

Eight Thousand and No/100 ----- Dollars (\$ 8,000.00) due and payable

as set forth in note of even date herewith

with interest thereon from _____ date at the rate of 11-3/4 per centum per annum, to be paid: **Annually**

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, on the westerly side of Sugarcane Court, and being designated as Lot No. 17, on Map No. 7 of Sugar Creek, as recorded in the RMC Office for Greenville County, S. C., in Plat Book 7C, Page 15, reference to said Plat, and being metes and bounds description thereof.

This is the same property conveyed to the mortgagor herein by the mortgagee herein by deed of even date herewith to be recorded.

This mortgage is junior and subordinate to that certain mortgage given by Cothran & Darby Builders, Inc. to South Carolina Federal Savings and Loan Association in the original amount of \$72,000.00 dated December 4, 1979, and recorded in the RMC Office for Greenville County, S. C. on December 5, 1979, in Mortgage Book 1490, Page 456.

STATE OF SOUTH CAROLINA
DOCUMENTARY
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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 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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