

P. O. Box 6542, Greenville, S. C. 29606

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BOOK 1504 PAGE 319

STATE OF SOUTH CAROLINA } PH '80
COUNTY OF Greenville } BERSLEY

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

WHEREAS, Gary A. Cottingim and Debbie S. Cottingim

(hereinafter referred to as Mortgagor) is well and truly indebted unto W. D. Yarborough, Sr.

(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

Thirty-two Thousand Three Hundred and No/100-----

Dollars (\$ 32,300.00) due and payable

on the following basis: This mortgage shall act as security for the consideration of W. D. Yarborough, Sr. co-signing that certain note given by the mortgagors herein to Bankers Trust of South Carolina of even date herewith, which note is also secured by a second mortgage on the subject property which is recorded of even date herewith. In the event of the default of the terms of the aforesaid Bankers Trust note and mortgage, then this mortgage shall operate as security for the said W. D. Yarborough, Sr. in the event the said W. D. Yarborough, Sr. is called upon by Bankers Trust under the terms of the aforesaid Bankers Trust note.

with interest thereon from _____ at the rate of _____ per centum per annum, to be paid:

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, in the City of Mauldin, being known and designated as Lot No. 131 on plat of Forrester Woods, Section 7, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 5-P, pages 21 and 22, reference to which is hereby made for a more complete description thereof.

This is the same property conveyed to the Mortgagors herein by deed of Danco, Inc. of even date, to be recorded herewith.

This is a third mortgage, junior in lien to that first mortgage given by the Mortgagors herein to Heritage Federal Savings and Loan Association of even date herewith in the amount of \$62,300.00, and also being junior in lien to that second mortgage given by the Mortgagors herein to Bankers Trust of South Carolina of even date herewith, in the amount of \$32,300.00.

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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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