

MORTGAGE OF REAL ESTATE

100-337

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

S. C. MORTGAGE OF REAL ESTATE
BY W. R. RUSLEY
FOR WHOM THESE PRESENTS MAY CONCERN

WHEREAS DONALD G. COTHRAN and MARGARET C. COTHRAN

hereinafter referred to as Mortgagor) is well and truly indebted unto **COMMUNITY BANK**

hereinafter referred to as Mortgagee) as evidenced by the Mortgagee's promissory note of even date herewith the terms of which are incorporated herein by reference, in the sum of **Twenty Thousand and No/100**-----

Dollars \$ **20,000.00** due and payable

in 48 equal monthly installments of \$588.33. The first payment is due and payable January 15, 1981, with each monthly installment being due on the 15th day of each and every month thereafter until paid in full.

with interest thereon from date at the rate of **18%** per centum per annum, to be paid monthly

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 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, hereinafter described therein, situate, lying and being in the State of South Carolina, County of **Greenville**, being known and designated as **Lot 59**, on a final plat of **HENDERSON FOREST**, formerly Terrydale Subdivision, made by Campbell and Clarkson, Surveyors, Inc., dated June 9, 1971, and recorded in the RMC Office for Greenville County, South Carolina in Plat Book 4-R at Page 41, reference to said plat is hereby craved for the metes and bounds thereof.

ALSO:

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, being known and designated as a portion of Lot 57 and Lot 58 of **HENDERSON FOREST**, as shown on plat recorded in the RMC Office for Greenville County, South Carolina in Plat Book 4-R at Page 41, and having, according to said plat, such metes and bounds as appears thereon.

THIS mortgage is second and junior in lien to the mortgage given to First Federal Savings & Loan Association of Greenville, S.C., covering Lot 58 and a portion of Lot 57, Henderson Forest, in the original amount of \$32,250.00, which mortgage is recorded in the RMC Office for Greenville County, SC in Mortgage Book 1525 at Page 370 on November 24, 1980.

THIS being the same property conveyed to the mortgagors herein by deed of Lawrence David Reid, dated November 21, 1980 and recorded in the RMC Office for Greenville County, SC on November 24, 1980 in Deed Book 1137/1131 at Page 542 & 531.

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Together with all and singular rights, franchises, 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 building fixtures now or hereafter attached, connected or fitted thereto in any manner, it being the intention of the parties hereto that all such 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 herebefore described in fee simple absolute, that it has good right and is lawfully entitled to sell, convey or otherwise dispose of the premises in fee simple absolute, and that the premises are free of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and sing for the said premises unto the Mortgagee, forever, from and against the Mortgagee and all persons who may ever lawfully claim the same or any part thereof

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