

MORTGAGE OF REAL ESTATE -

BOOK 1529 PAGE 48

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

DEC 31 1980
S.C. S.C.
MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:
ANNERSLEY

WHEREAS, EDWARD D. COTHRAN AND JANICE J. COTHRAN

(hereinafter referred to as Mortgagor) is well and truly indebted unto CLYDE HARBERT AND GENEVA F. HARBERT,

(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 Twenty-Three Thousand Eighty and No/100

Dollars (\$23,080.00) due and payable in monthly installments of Three Hundred Twenty-Four and 85/100 (\$324.85) Dollars commencing January 5, 1981 and Three Hundred Twenty-Four and 85/100 (\$324.85) Dollars on the first day of each and every month thereafter until paid in full.

with interest thereon from date hereof at the rate of 11.5 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 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 Highland Township, having the following metes and bounds, to-wit:

BEGINNING in center of new State Road, corner of Slatton property, and running along south side of plantation road in easterly direction with the Slatton line to Neals Creek, corner of Slatton property, thence with the said creek in north-westerly direction to mouth of ditch, corner of Sexton property; thence with said ditch or gully in southwesterly direction to Hightower property line at corner of Sexton property; thence south to big rock in the old State Road; thence in an easterly direction 255.5 feet to an iron pin; thence in southerly direction 355 feet to an iron pin; thence in westerly direction 155 feet to an iron pin in center of State Road; thence in southerly direction 295 feet along road to beginning corner.

Derivation: Clyde Harbert and Geneva F. Harbert, Deed Book 1137, Page 840 recorded Dec. 31, 1980.

(9) If all or any part of the Property or an interest therein is sold or transferred by Mortgagor without Mortgagees prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Mortgagee may, at Mortgagee's option, declare all the sums secured by this Mortgage to be immediately due and payable. Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer, Mortgagee and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Mortgagee and that the interest payable on the sums secured by this Mortgage shall be at such rate as Mortgagee shall request. If Mortgagee has waived the option to accelerate provided herein, and if Mortgagors successor in interest has executed a written assumption agreement accepted in writing by Mortgagee, Mortgagee shall release Mortgagor from all obligations under this Mortgage and Note.

DOCUMENTARY STAMP \$ 60.24

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 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 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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A. MOORE

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