

MORTGAGE

P. O. Box 10148  
Greenville, S C . 29603

(#6180)

THIS MORTGAGE is made this 18th day of March 1981, between the Mortgagor, COCHRAN & DARBY BUILDERS, INC. (herein "Borrower"), and the Mortgagee, CAROLINA FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of South Carolina, whose address is Post Office Box 10148, Greenville, South Carolina 29603 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Ninety Five Thousand Six Hundred and No/100 (\$95,600.00) Dollars, which indebtedness is evidenced by Borrower's note dated March 18, 1981 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on March 18, 1982

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville State of South Carolina:

All that certain piece, parcel or lot of land with the buildings and improvements thereon lying and being on the southerly side of Sweetwater Road, near the City of Greenville, South Carolina, and being designated as Lot No. 494, on Map Two, Section Two, of Sugar Creek, as recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 7X, at page 19, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southerly side of Sweetwater Road, joint front corner of Lot Nos. 494 and 495, and running thence along the common line of said Lots S. 25-34-38 W. 162.97 feet to an iron pin in the rear line of Lot No. 492; thence along the rear line of Lot No. 492 N. 51-24-08 W. 100 feet to an iron pin, joint rear corner of Lot Nos. 493 and 494; thence along the common line of said Lots N. 7-06-31 E. 124.61 feet to an iron pin on Sweetwater Road; thence along said Road S. 73-39-25 E. 138.70 feet to an iron pin, the point of beginning.

This is the same property conveyed to the Mortgagor herein by deed of M. Graham Proffitt, III, Ellis L. Darby, Jr. and John Cothran Company, Inc. of even date herewith to be recorded.

which has the address of Lot 494, Sweetwater Road, nr. Greenville, Greer, South Carolina 29651 (herein "Property Address");

To HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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