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R.M.C. KERSLEY

BOOK 1561 PAGE 653

The State of South Carolina,
County of Greenville

To All Whom These Presents May Concern: CHARLES F. ZAGLIN

SENDS GREETING:

Whereas, I, the said Charles F. Zaglin
in and by my certain promissory note in writing, of even date with these
presents, am well and truly indebted to COTHRAN & DARBY BUILDERS, INC.

in the full and just sum of Thirty-eight Thousand Seven Hundred Sixteen and 03/100
(\$38,716.03) Dollars
, to be paid according to the terms of the aforesaid promissory note

~~xx with interest thereon from:~~

~~at the rate of: percentum per annum to be computed and paid:~~

until paid in full; all interest not paid when due to bear interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, then the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, who may sue thereon and foreclose this mortgage; and in case said note, after its maturity, should be placed in the hands of an attorney for suit or collection, or if, before its maturity, it should be deemed by the holder thereof necessary for the protection of his or its interests to place, and the holder should place, the said note or this mortgage, in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses, including 10 per cent. of the indebtedness as attorney's fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW KNOW ALL MEN, That I, the said Charles F. Zaglin

, in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said Cothran & Darby Builders, Inc.

according to the terms of the said note, and also in

consideration of the further sum of Three Dollars, to me, the said Charles F. Zaglin

, in hand well and truly paid by the said Cothran & Darby Builders, Inc.

at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these Presents do grant, bargain, sell and release unto the said Cothran & Darby Builders, Inc., its successors and assigns, forever:

All that certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, located on the Southwest side of Imperial Drive and being known and designated as Lot 23 on a plat of Wellington Green, Section II, said plat being recorded in the R.M.C. Office for Greenville County in Plat Book YY, at page 117 and having, according to said plat, the following metes and bounds:

BEGINNING at a point on the Southwest side of Imperial Drive at the joint front corner of Lots 23 and 24, and running thence S. 31-52 W. 210 feet to a point; thence N. 69-45 W. 25 feet to a point; thence N. 46-53 W. 77 feet to a point; thence N. 31-52 W. 200 feet to a point on the Southwest side of Imperial Drive; thence along said Imperial Drive S. 58-08 E. 100 feet to the beginning.

(Cont'd.)

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