

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREENVILLE S.C.
FILED
FEB 14 3 39 AM '83
DONNIE BANKERSLEY
R.M.C.

BOOK 1594 PAGE 798
LONG, BLACK & GASTON

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

WHEREAS, DAVID W. EARLEY and SHARON L. EARLEY

(hereinafter referred to as Mortgagor) is well and truly indebted unto

COTHRAN & DARBY BUILDERS, INC.

(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 EIGHT THOUSAND AND NO/100----- Dollars (\$ 28,000.00) due and payable

IN ACCORDANCE WITH THE TERMS OF THE NOTE OF EVEN DATE
HEREWITH FOR WHICH THIS MORTGAGE STANDS AS SECURITY

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

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, being shown as Lot No. 145, on plat of Orchard Acres, Section III, as recorded in the RMC Office for Greenville County, S. C., in Plat Book QQ, at Page 143, and having such metes and bounds as appear thereon.

ALSO:

ALL that certain piece, parcel or lot of land with all improvements thereon, or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being shown as the western portion of Lot No. 146 on plat of Orchard Acres, Section III, as recorded in the RMC Office for Greenville County, S. C. in Plat Book QQ at Page 143, and having such metes and bounds as appear thereon.

THIS is the same property conveyed to the Mortgagor herein by deed of Gary G. Martin and Ellen M. Martin, dated July 22, 1976 and recorded in the RMC Office for Greenville County in Deed Book 1040 at Page 25.

THIS mortgage is junior in lien to that certain mortgage in favor of First Federal Savings and Loan Association, in the original principal amount of \$29,500.00, recorded July 8, 1974 in Greenville County REM Volume 1315 at Page 744.

Mortgagee's Address:
3 Sugar Creek Road
Route 4
Greer, S. C. 29651

FE14 83 7 607

STATE OF SOUTH CAROLINA
CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
FEB 14 1983
\$ 11.20
PS 11213

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.

0798

4328-RV-21