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MORTGAGE OF REAL ESTATE -

1627 951

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, COTHRAN & DARBY BUILDERS, INC.

(hereinafter referred to as Mortgagor) is well and truly indebted unto TRENDSETTER DEVELOPMENT CO., 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
TWO HUNDRED TWENTY-THREE THOUSAND FIVE HUNDRED & NO/100-----Dollars (\$ 223,500.00) due and payable

with interest thereon from N/A at the rate of N/A per centum per annum, to be paid: As provided in said Notes

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 her-by 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 unimprovements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Unit(s) No. 25-B, 26-A, 26-C, 26-D, 27-A, 29-A and 30-C of Sugar Creek Villas Horizontal Property Regime as is more fully described in Declaration (Master Deed) dated September 25, 1980, and recorded in the R.M.C. Office for Greenville County, South Carolina, on September 15, 1980, in Deed Book 1133 at Pages 365 through 436, inclusive and survey and plot plan recorded in the R.M.C. Office for Greenville County in Plat Book 7-X, at Page 40, as amended by First Amendment to Declaration (Master Deed) of Sugar Creek Villas Horizontal Property Regime dated February 25, 1981, and recorded in the R.M.C. Office for Greenville County on February 26, 1981, in Deed Book 1143, at Pages 305 through 319, inclusive, as amended by Second Amendment to Declaration (Master Deed) of Sugar Creek Villas Horizontal Property Regime dated April 27, 1981, and recorded in the R.M.C. Office for Greenville County on August 28, 1981, in Deed Book 1154, at Pages 210 through 219, inclusive, as amended by Third Amendment to Declaration (Master Deed) of Sugar Creek Villas Horizontal Property Regime recorded in the R.M.C. Office for Greenville County on May 28, 1982, in Deed Book 1167, at Pages 654 through 660, inclusive, as amended by Fourth Amendment to Declaration (Master Deed) of Sugar Creek Villas Horizontal Property Regime recorded in the R.M.C. Office for Greenville County on June 11, 1982, in Deed Book 1168, at Pages 451 and 452, as amended by Fifth Amendment to Declaration (Master Deed) of Sugar Creek Villas Horizontal Property Regime recorded in the R.M.C. Office for Greenville County on May 6, 1983, in Deed Book 1187, at Pages 780 through 792, inclusive.

This is the same property conveyed to the mortgagor by deed of mortgagee as recorded in the R.M.C. Office for Greenville County in Deed Book 1187, at Page 795 on May 6, 1983.

STAMP
\$ 223,500.00
1983

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.