

105 Sugar Creek Rd. Greenville SC
BROWN, BYRD, BLAKELY, MASSEY, LEAPHART & SToudenMIRE, P.A., SUITE 15, 1700E. NORTH ST., GREENVILLE, S.C. 29602

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

FILED
GREENVILLE
SEP 29 10 30 AM '83
DUNN & BERSLEY
R.M.C.

FILED
GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

BOOK 1627 PAGE 953
BOOK 1629 PAGE 316

WHEREAS, COTHRAN & DARBY BUILDERS, INC.

(hereinafter referred to as Mortgagor) is well and truly indebted unto ELLIS L. DARBY, JR., M. GRAHAM PROFFITT, III and JOHN COTHRAN COMPANY, INC., A SOUTH CAROLINA CORPORATION

(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 NINETY-TWO THOUSAND & NO/100 -----Dollars (\$292,000.00) 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 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, on the easterly side of Ladyslipper Lane, near the City of Greenville, South Carolina, and being designated as Lot No. 580, on Map IV, Section 2, Sugar Creek, as recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 8-P, at Page 62, eference to which is hereby craved for the metes and bounds thereof.

ALSO: ALL those pieces, parcels or lots of land near the City of Greenville, South Carolina, with all improvements thereon, being designated as Lots No. 591, 595, 596, 597, 599, 601, 602, 607, 611, 612, 613, 614, 615, 616 and 628, on Map I, Section III, Sugar Creek, as recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 9F, at Page 35, reference to which is hereby craved for a metes and bounds description thereof. Also lots 587, 590, 593, 594, 600 and 617 on Map I, Section III, Sugar Creek on plat 9F page 35.

ALSO: ALL those certain pieces, parcels or lots of land with the buildings and improvements thereon, near the City of Greenville, South Carolina, and being designated as Lots Nos. 511, 530, 533, 553, 559, on Map IV, Section 2, Sugar Creek, as recorded in the R.M.C. Office for Greenville County in Plat Book 8-P, at Page 62, reference to which is hereby craved for the metes and bounds thereof.

This is the same property conveyed to the mortgagor by deed being recorded herewith, and property being conveyed to the mortgagees by deed of Robert William Bowman as recorded in the R.M.C. Office for Greenville County in Deed Book 1153, at Page 290 on August 10, 1981.

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116.80

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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