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MORTGAGE OF REAL ESTATE—Office of Kendrick, Stephenson & Johnson, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA GREENVILLE, CO. S. C. MORTGAGE OF REAL ESTATE REC-34 PAGE 400

COUNTY OF GREENVILLE SEP 29 1975 TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. TANKERSLEY
R.H.C.

WHEREAS, CHARLES A. KURTZ and HELEN T. KURTZ

(hereinafter referred to as Mortgagor) is well and truly indebted unto COTHRAN & DARBY BUILDERS, INC.

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagee's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of

NINE THOUSAND NINE HUNDRED FIFTY AND NO/100 - - - - - Dollars \$ 9,950.00) due and payable

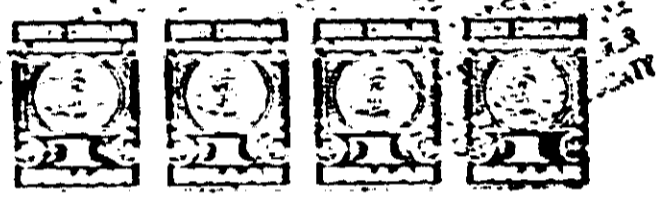
joint and several on lots 23 and 24, thence with the eastern line of said lots S. 24-44 E. 169.7 feet to an iron pin on the northwestern side of Donington Drive; thence with the line of said Donington Drive S. 58-40 W. 120.0 feet to the point of beginning.

This mortgage is subordinate and junior to that certain mortgage given to First Federal Savings and Loan Association, dated September 9, 1974, and recorded September 9, 1974, in the RMC Office for Greenville County, S. C.

FILED
GREENVILLE CO. S. C.
NOV 13 11 20 P.M.
DONNIE S. TANKERSLEY
R.H.C.

NOV 13 1975

Donnie S. Tankersley
Cotran & Darby Builders, Inc.
Kendrick, Stephenson & Johnson



RECORDED
NOV 13 1975

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Together with all and singular rights, members, benefits, 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 thereon, and including all heating, plumbing, and lighting fixtures now or hereafter installed, 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 Mortgagee covenants that it is lawfully seized of the premises hereinafore described in fee simple absolute, that it has good right and a lawful authority 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 Mortgagee further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagee and all persons whomsoever lawfully claiming the same or any part thereof.

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