

# MORTGAGE

THIS MORTGAGE is made this 9th day of September, 1980, between the Mortgagor, COTHRAN & DARBY BUILDERS, INC., (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

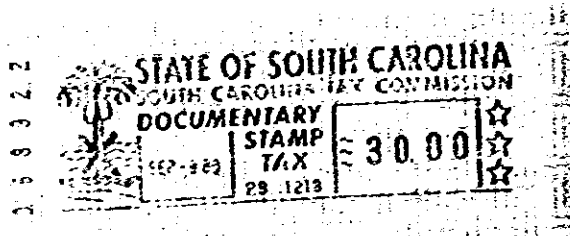
WHEREAS, Borrower is indebted to Lender in the principal sum of Seventy Five Thousand and No/100 (\$75,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated \_\_\_\_\_, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on August 1, 2011.....;

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina:

ALL that certain piece, parcel or lot of land with the buildings and improvements thereon lying and being on the easterly side of Creekside Road, near the City of Greenville, South Carolina, and being designated as Lot No. 414 on May Three, Section II, Sugar Creek, as recorded in the RMC Office for Greenville County, S. C. in Plat Book 7X, Page 2, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the easterly side of Creekside Road, joint front corner of Lots Nos. 414 and 415 and running thence along the common line of said lots S. 67-21-09 E. 176.88 feet to an iron pin in the rear line of Lot No. 409; thence S. 19-06-48 W. 76.56 feet to an iron pin; thence S. 26-13-37 W. 7.44 feet to an iron pin, joint rear corner of Lots Nos. 413 and 414; thence along the common line of said lots N. 75-50-24 W. 175.05 feet to an iron pin on the easterly side of Creekside Road; thence along said Road N. 18-24-13 E. 110 feet to an iron pin, the point of BEGINNING.

This is the same property conveyed to the mortgagor herein by deed of M. Graham Proffitt, III, Ellis L. Darby, Jr. and John Cothran Company, Inc. of even date herewith to be recorded.



which has the address of Lot 414, Sugar Creek, 102 Creekside Road, Greer, South Carolina 29651 (herein "Property Address");

TO HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property."

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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