Mailing Address: 105 Sugar Cræk Rd. CO. S. C. HILL, WYATT & BANNISTER CBELMA Greer, S.C. 29651 (#6066) CARTERING NEW YORKSON XX Attorneys at Law, Greenville S. C. MORTGAGE OF REAL ESTATE-Office

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

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

WHEREAS,

H. F. WARREN and LENOIR D. WARREN

(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

Dollars (\$ 20,000.00 ) due and payable Twenty Thousand and No/100 -----

as set forth in note of even date herewith

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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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, its successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, bying and being in the State of South Carolina, County of Greenville, being known and designated as Unit #B, Building #5 (Five), of Sugar Creek Villas Horizontal Property Regime, as more fully described in Declaration (Master Deed) dated September 15, 1980, in Deed Book 1133, at pages 365 through 436, inclusive, and survey and plot plan recorded in the RMC Office for Greenville County in Plat Book 7X, Page 40.

This is the same property conveyed to the Mortgagors herein by deed of Mortgagee herein of even date herewith to be recorded.

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 covenints 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 lines and encumi rances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagor encountries. forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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