First Mortgage on Real Estate

MORTGAGE

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: COTHRAN & DARBY BUILDERS, INC.

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, GREENVILLE, S. C., (hereinafter referred to as Mortgagee) in the sum of Thirty Thousand Seven Hundred Ninety-six and 91/100

DOLLARS

(\$ 30,796.91), as evidenced by the Mortgagor's note of even date, bearing interest as stated in said note, and payable as therein stated or as modified by mutual agreement, in writing, the final maturity of which is sixteen years after the date hereof, unless extended by mutual consent, the terms of said note and any agreement modifying it are incorporated herein by reference; and

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced or readvanced to or for the Mortgagor's account, including advances made by the Mortgagee on other or no security:

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, at the northwestern corner of the intersection of Stonybrook Drive and Chantilly Drive, in the County of Greenville, State of South Carolina, being shown as the major portion of Lot 172, Sector III, of Botany Woods, as shown on plat prepared by Piedmont Engineers, dated May 1960, and recorded in Plat Book RR at Page 37 in the RMC Office for Greenville County, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Chantilly Drive, at the joint front corner of Lots 54 and 172, and running thence with Lot 54, N 15-01 E 162 feet to an iron pin; thence with a new line S 63-50 E 163.3 feet to an iron pin on Stonybrook Drive; thence with said Drive S 20-05 W 125 feet to an iron pin; thence with the curve of the intersection of Chantilly Drive and Stonybrook Drive, the chord being S 67-57 W 33.7 feet to an iron pin on the northern side of Chantilly Drive; thence with said Drive N 64-10 W 66.6 feet to an iron pin; thence N 73-15 W 60 feet to the point of beginning.



Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or 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.