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DONNIE S. TANKERSLEY
R.M.C.

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MORTGAGE

THIS MORTGAGE is made this 4th day of January, 1977, between the Mortgagor, Cothran & Darby Builders, Inc. (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings & Loan Association, a corporation organized and existing under the laws of United States of America, whose address is 1500 Hampton Street Columbia, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty-two Thousand Seven Hundred Fifty and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated January 4, 1977 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 1, 2002;

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 northwesterly side of Silver Pine Court, near the City of Greenville, S. C., being known and designated as Lot No. 315 on plat entitled "Map No. 1, Section I, Sugar Creek" as recorded in the RMC Office for Greenville County, S. C., in Plat Book 5D, page 18 and having, according to said plat, the following metes and bounds to-wit:

BEGINNING at an iron pin on the northwesterly side of Silver Pine Court, said pin being the joint front corner of Lots 314 and 315 and running thence with the common line of said lots N 67-03-58 W 143.92 feet to an iron pin, the joint rear corner of Lots 314 and 315; thence S 26-27-02 W 104.06 feet to an iron pin, the joint rear corner of Lots 315 and 316; thence with the common line of said lots S 52-15-37 E 167.11 feet to an iron pin on the northwesterly side of Silver Pine Court; thence with the northwesterly side of Silver Pine Court N 37-44-23 E 65 feet to an iron pin; thence continuing with said Court on a curve, the chord of which is N 07-44-23 E 50 feet to an iron pin; thence continuing with said Court on a curve the chord of which is N 00-20-13 E 38.42 feet to an iron pin, the point of beginning.

This is the identical property conveyed to the mortgagor herein by deed of M. Graham Proffitt, III, Ellis L. Darby, Jr. and John Cothran Company, Inc. dated January 4, 1977, and recorded on January 7, 1977, in the RMC Office for Greenville County, S. C., in Deed Book 1079, page 293.

DOCUMENTARY STAMP TAX PB 11218 $21.12

which has the address of Silver Pine Court (Street), Greer (City), 29651 (State and Zip Code) (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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