

GREENVILLE S.C.

SEP 7 3 20 PM '83

1024 1000

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

DEED BY MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN

WHEREAS, PHILIP COGEN and NATALIE H. COGEN

(hereinafter referred to as Mortgagor) is well and truly indebted unto JAMES M. GILFILLIN,
(220 East Coffee Street, Greenville, South Carolina 29601)

(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 -----

Twenty Five Thosuan and no/100-----Dollars (\$ 25,000.00) due and payable

as provided therein.

|||||

|||||

|||||

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 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:

ALL that lot of land with the buildings and improvements thereon situate on the north side of Roberta Drive, near the City of Greenville, in Greenville County, South Carolina, being shown as Lot No. 12 on Plat 3 of Cherokee Forest, made by J. Mac Richardson, Surveyor, January 23, 1959, recorded in the R.M.C. Office for Greenville County, S.C. in Plat Book QQ, Pages 36 and 37, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the North side of Roberta Drive at joint front corner of lots 11 and 12 and runs thence along the line of Lot 11, N. 10-31 E. 331.2 feet to an iron pin; thence S. 85-29 E. 100.55 feet to an iron pin; thence with the line of Lot 13, S. 10-31 W. 341.7 feet to an iron pin on the north side of Roberta Drive; thence along Roberta Drive N. 79-29 W. 100 feet to the beginning corner.

Being the same conveyed to the Mortgagors by Robert T. Perdue and Phyllis M. Perdue by deed dated July 15, 1966, recorded July 18, 1966 in said R.M.C. Office in Deeds Book 802, Page 249.

This mortgage is junior in rank to the mortgage executed by Robert T. Perdue and Phyllis M. Perdue to The Prudential Insurance Company of America, dated July 22, 1964, recorded on July 23, 1964 in said R.M.C. Office in Mortgage Book 966, Page 111, and assumed by the Mortgagors.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
DEED BOOK 802 PAGE 249
STAMP \$10.00
1983

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

4328-10-21