

FILED  
GREENVILLE CO. S.C.

FILED OCT 17 11 52 AM '78  
GREENVILLE CO. S.C.  
DONNIE S. TANKERSLEY  
R.H.C. 38129  
MORTGAGE

First Mortgage on Real Estate

DONNIE S. TANKERSLEY  
R.H.C.

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

JUN 19 1978

TO ALL WHOM THESE PRESENTS MAY CONCERN:

COTHRAN & DARBY BUILDERS, INC.

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

P. O. BOX 12638 PAGE 585  
Greenville, S. C. 29602  
HILL, WYATT & FAYBROTTE

PAID AND SATISFIED  
THIS 16<sup>th</sup> DAY OF JUNE 1978  
FIDELITY FEDERAL SAVINGS & LOAN ASSN.  
ASSN. S.C.

*Raymond Thomas*  
*Ellis L. Darby, Jr.*

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

Fifty Thousand Eight Hundred and No/100 ----- DOLLARS

(\$ 50,800.00 ), 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 due date being ~~April 1, 1979~~ <sup>due date being</sup> ~~April 1, 1979~~, 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, lying and being on the northeasterly side of Silver Creek Road, near the City of Greenville, South Carolina, and being designated as Lot 324 on plat entitled "Map No. 4, Section One, Sugar Creek" as recorded in the RMC Office for Greenville County in Plat Book 5D, page 72, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeasterly side of Silver Creek Road, joint front corner of Lots 323 and 324 and running thence along common line of said lots N. 34-30-15 E. 149.14 feet to an iron pin; thence N. 52-37-44 W. 118.02 feet to an iron pin, joint rear corner of Lots 324 and 325; thence along common line of said lots S. 37-10-09 W. 152.30 feet to an iron pin on the northeasterly side of Silver Creek Road; thence along said Road S. 54-09-48 E. 124.99 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.

585

4328 RV-2