Mailing Address: 105 Sugar Creek Rd.

HILL, WYATT & BANNISTER 

J.H E

Greer, S. C. 29651

STATE OF SOUTH CAROLINA

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

WHEREAS,

H. F. WARREN

(hereinafter referred to as Mortgagor) is well and truly indebted unto

JOHK :

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

Fifty Thousand and No/100 ------ Dollars (\$ 50.000.00 ) due and payable

as set forth in note of even date herewith

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WHEREAS, the Mortgagor may hereafter become indubted 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 Morigagor may be indebted to the Morigagoe at any time for advances made to or for his account by the Morigagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Morigagor 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, being known and designated as Lot 89, at westerly intersection of Continental Drive and Castlewood Drive, near Greenville, S. C., on plat entitled "Final Plat Revised Map No. 1, Foxcroft, Sec. II", recorded in the RMC Office for Greenville County, S. C. inPlat Book 4N, Page 36, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwesterly side of Continental Drive, joint corner of Lot Nos. 88 and 89, and running thence with the common line of said lots S. 32-56 W. 156 feet to an iron pin; thence running S. 54-51 E. 150 feet to an iron pin on the northwesterly side of Castlewood Drive; thence with said Drive N. 29-22 E. 70 feet to an iron pin; thence running N. 29-33 E. 76.7 feet to an iron pin at the westerly intersection of Continental Drive and Castlewood Drive; thence N. 17-00 W. 38.3 feet to an iron pin on the southwesterly side of Continental Drive; thence with said Drive N. 57-04 W. 106.1 feet to an iron pin, the point of beginning.

This mortgage is subordinate to that certain mortgage held by First Federal Savings and Loan Association dated and recorded March 24, 1972, in Mortgage Book 1226, Page 579.

This is the same property conveyed to the Mortgagor herein by deed of M. G. Proffitt, Inc. dated November 6, 1972, and recorded November 7, 1972, in Deed Book 959, Page 620.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the reads, 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 manners 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 Mortzagee, 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 an ildear of all libra and encumbrances except as provided herein. The Mortgagor further ecvenants to warrant and forever defend all and singular the said premises unto the Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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