

OCT 17 11 46 AM '77

P. O. Box 1268
Greenville, S. C. 29602

DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE

First Mortgage on Real Estate

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 Fifty Five Thousand Two Hundred and No/100 ----- DOLLARS

(\$ 55,200.00), 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 ~~is~~ April 1, 1979 ~~xxxxxxx~~ unless extended by mutual consent, the terms of said note and any agreement modifying it are incorporated herein by reference; and

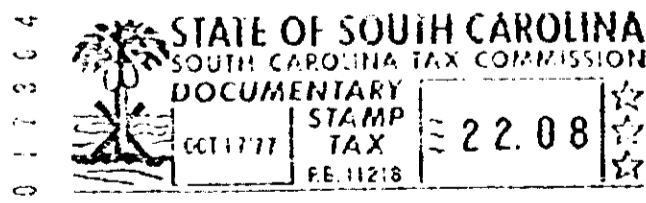
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced or readvanced to or for the Mortgagor's account, including advances made by the Mortgagee on other or no security:

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 southerly side of White Water Court, near the City of Greenville, South Carolina, and being designated as Lot 172, on plat entitled "Map 2, Section I, Sugar Creek" as recorded in the RMC Office in Plat Book 4R, page 85, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southerly side of White Water Court, joint front corner of Lots 172 and 173 and running thence along common line of said lots S. 04-06-41 W. 145.64 feet to an iron pin in the line of Lot 185; thence along the common line of Lots 172 and 185; thence along the common line of Lots 172 and 185 S. 64-13-45 W. 94.09 feet to an iron pin; thence N. 26-40-07 W. 162 feet to an iron pin; thence N. 64-55-22 E. 145 feet to an iron pin on White Water Court; thence along said Court on a curve the chord of which is N. 49-16-28 E. 41.69 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.



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.

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