

FILLS  
GREENVILLE CO. S. C.

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

OCT 17 11 52 AM '77

DONNIE S. TANKERSLEY  
R.M.C.

BOOK 1413 PAGE 58

First Mortgage on Real Estate

**MORTGAGE**

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 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 ~~XXXXXX~~ <sup>due date being</sup> April 1, 1979, ~~XXXXXX~~ <sup>XXXXXX</sup> 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.

STATE OF SOUTH CAROLINA  
SOUTH CAROLINA TAX COMMISSION  
DOCUMENTARY  
STAMP TAX  
OCT 17 1977  
20.32  
FB. 11213

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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