

FILED
GREENVILLE CO. S. C.
JUL 5 3 15 PM '78
DORRIS S. TANNER SLEY
R.M.C.



State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

COTHRAN & DARBY BUILDERS, INC.

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

WHEREAS, the Mortgagor is well and truly indebted unto FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, SOUTH CAROLINA (hereinafter referred to as Mortgagee) in the full and just sum of **Fifty-nine**

Thousand Five Hundred and No/100----- (\$ **59,500.00**)

Dollars, as evidenced by Mortgagor's promissory note of even date herewith, which note **does not contain**

a provision for escalation of interest rate (paragraphs 9 and 10 of this mortgage provides for an escalation of interest rate under certain

conditions), said note to be repaid with interest as the rate or rates therein specified in installments of **Four Hundred Seventy-**

eight and 76/100----- (\$ **478.76**) Dollars each on the first day of each

month hereafter, in advance, until the principal sum with interest has been paid in full, such payments to be applied first to the payment

of interest, computed monthly on unpaid principal balances, and then to the payment of principal with the last payment, if not sooner

paid, to be due and payable **30** years after date; and

WHEREAS, said note further provides that if at any time any portion of the principal or interest due thereunder shall be past

due and unpaid for a period of thirty days, or if there shall be any failure to comply with and abide by any By-Laws or the Charter

of the Mortgagee, or any stipulations set out in this mortgage, the whole amount due thereunder shall, at the option of the holder thereof,

become immediately due and payable, and said holder shall have the right to institute any proceedings upon said note and any collaterals given to secure same, for the purpose of collecting said principal due, and interest, with costs and expenses for proceedings; and

WHEREAS, the Mortgagor may hereafter become indebted to the Mortgagee for such further sums as may be advanced to the

Mortgagor's account for the payment of taxes, insurance premiums, repairs, or for any other purpose:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of said debt and to secure the payment thereof and any further

sums which may be advanced by the Mortgagee to the Mortgagor's account, and also in consideration of the sum of Three Dollars

(\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing 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, the following described real estate:

All that certain piece, parcel, or lot of land, with all improvements thereon, or hereafter to be constructed thereon, situate, lying

and being in the State of South Carolina, County of

All that piece, parcel or lot of land, with the buildings and improvements

thereon, lying and being on the Southeasterly side of Sugar Creek Road, near

the City of Greenville, South Carolina, being known and designated as Lot No.

66 as shown on a plat entitled "Map No. 5, Sugar Creek", as recorded in the

R.M.C. Office for Greenville County, South Carolina, in Plat Book 6-H at

page 2 and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the Southeasterly side of Sugar Creek Road, said

pin being at the joint front corner of Lots Nos. 65 and 66 and running thence

with the common line of said lots S. 57-26 E. 140 feet to an iron pin in the

joint corner of Lots Nos. 65 and 66; thence N. 32-24 E. 125 feet to an iron

pin at the joint rear corner of Lots Nos. 66 and 67; thence with the common

line of said lots N. 57-26 W. 140 feet to an iron pin on the Southeasterly

side of Sugar Creek Road; thence with the Southeasterly side of Sugar Creek

Road S. 32-34 W. 125 feet to an iron pin, the point of beginning.

This is the identical property conveyed to the Mortgagor herein by deed of

M. Graham Proffitt, III, et al, dated July 5, 1978, and recorded in the

R.M.C. Office for Greenville County, South Carolina, in Deed Book 1052 at

page 514, on July 5, 1978.

GCTO --- 1 JUL 5 78 857

3.0001

RECORDING TAX STAMP 23.90

4328 RV-2

4328 RV-2