

STATE OF SOUTH CAROLINA
COUNTY OF

GREENVILLE CO. S. C. MORTGAGE OF REAL ESTATE
MAR 12 1 17 PM '82
SHERSLEY
R.M.C.

WHEREAS, A. H. COTTINGHAM, III

(hereinafter referred to as Mortgagor) is well and truly indebted unto JOHN A. HAGINS, JR.

(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

Thirty-Nine Thousand One Hundred Sixty-Five and 04/100 ----- Dollars (\$ 39,165.04) due and payable

on demand after August 1, 1985, or sooner upon the happening of events described in Paragraph 3 of their sales contract and agreement, provided further that Cottingham may prepay without penalty.

with interest thereon from date at the rate of 10 1/2 per centum per annum, to be paid:

in accordance with note executed on even date herewith.

WHEREAS, the Mortgagor may hereafter become indebted 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:

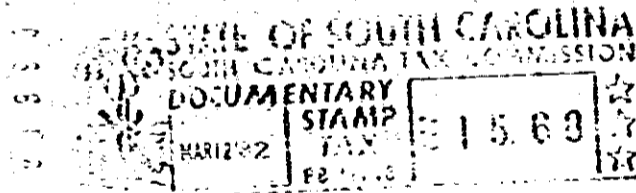
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, in a subdivision known as "Sherwood Forest", known as Lot No. "B" according to a survey made by Dalton & Neves, Engineers, in October 1959 and recorded in the R.M.C. Office for Greenville County, being more particularly described as follows:

BEGINNING at an iron pin on the western side of Dakota Avenue 80.9 feet from the intersection of Dakota Avenue and Lady Marian Lane, and running along Dakota Avenue S. 25-59 W. 90 feet to an iron pin; thence N. 67-26 W. 147.4 feet to an iron pin; thence along the rear line N. 26-58 E. 105 feet to an iron pin; thence with the joint line of Lots A & B, S. 61-31 E. 145.5 feet to the beginning corner.

This being the same property conveyed to the Mortgagor herein by deed of Emmie Lou Nelson of February 1, 1982, recorded in Book 1162 at page 696.

This mortgage is second and junior in lien to that mortgage given to Emmie Lou Nelson dated 12-1982 and recorded in the R.M.C. Office for Greenville County, South Carolina in Mortgage Book 1565 at page 742 .



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Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging 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 now or hereafter attached, connected, or fitted thereto in any manner; 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.

4. TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, 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 and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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