Mortgagee Address: P. O. Box 2568 Greenville, SC 29602 600:1538 1438726

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

## MORTGAGE **OF** REAL PROPERTY

FURMAN COOPER BUILDERS, INC. (hereinafter referred to as "Mortgagor") to First National Bank of South Carolina (hereinafter referred to as "Mortgagee") whose address is .... Post Office Box 2568, Greenville, South Carolina 29602

## WITNESSETH:

IN CONSIDER ATION of the sum of Three Dollars (\$3.00) paid to Mortgagor by Mortgagee and in order to secure the payment of a promissory note including any renewal, extension or modification thereof (hereinaster referred to as the "Note"), dated . December . 10, . 1982 . . . , to Mortgagee for the principal amount of SEVENTY-ONE THOUSAND TWO HUNDRED FIFTY & No/100---- Dollars, plus interest thereon and costs of collection, including attorneys' fees, and to further secure all future advances or re-advances that may subsequently be made to Mortgagor by Mortgagee evidenced by the afores aid Note or any renewal, extension or modification thereof or evidenced by any instrument given in substitution for said Note, Mortgagor has granted, bargained, sold and released to Mortgagee and the successors and assigns of Mortgagee, and by this Mortgage does grant, bargain, sell, and release to Mortgagee and the successors and assigns of Mortgagee, all the following real property (hereinafter referred to as the "Property"):

ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 35 on plat of BROOKFIELD WEST, Section 2, recorded in the RMC Office for Greenville County in Plat Book 7X, Page 88 and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the southeastern side of Brynhurst Court, joint front corner of Lots 34 and 35 and running thence with the common line of said lots, S 26-35 E 120.89 feet to an iron pin; thence turning and running along a portion of the line of Lot 44, S 56-58 W 100.64 feet to an iron pin; thence turning and running along the common line of Lots 35 and 36, N 26-35 W 132.21 feet to an iron pin on the southeastern side of Brynhurst Court; thence turning and running along said Brynhurst Court, N 63-25 E 100.00 feet to an iron pin, the point of beginning.

Being the same property conveyed to the mortgagor herein by deed of The Vista Co., Inc. and Dee Smith Company, Inc., to be recorded of even date herewith.

TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto (all of the same being deemed part of the Property and included in any reference thereto):

TO HAVE AND TO HOLD all and singular the Property unto Mortgagee and the heirs, successors or assigns of Morigagee forever.

MORTGAGOR covenants that Mortgagor is lawfully seized of the Property in fee simple absolute, that Mortgagor has good right and is lawfully authorized to sell, convey or encumber the same, and that the Property is free and clear of all encumbrances except as expressly provided herein. Mortgagor further covenants to warrant and forever defend all and singular the Property unto Mortgagee and the heirs, successors or assigns of Mortgagee from and against Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of Mortgagor and Mortgagee, that if Mortgagor pays or causes to be paid to Mortgagee the debt secured hereby, the estate hereby granted

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