

MORTGAGE OF REAL ESTATE

Handwritten notes: "This shall be the same as the mortgage recorded in Deed Book 1617 Page 558 Greenville S.C. 29661"

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO S.C.
JUL 25 2 05 PM '83
DONNIE S. JAMES
R.M.C.

MORTGAGE OF REAL ESTATE

ALL WHOM THESE PRESENTS MAY CONCERN

BOOK 1617 PAGE 558

BOOK 1627 PAGE 796

WHEREAS, Paula N. Mathis

(hereinafter referred to as Mortgagor) is well and truly indebted unto Cothran & Darby Builders, Inc. whose address is 105 Sugar Creek Rd., Greer, S. C. 29651,

(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

Twenty-One Thousand Five Hundred and 00/100----- Dollars (\$21,500.00) due and payable

on or before July 20, 1984

with interest thereon from July 20, 1983 at the rate of 11.5

28th DAY OF Sept. 1983

Rem. 1627 PAGE 796

per Annum, to be paid monthly

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such 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, being known and designated as Unit 30-D of Sugar Creek Villas Horizontal Property Regime as is more fully described in Declaration (Master Deed) dated September 15, 1980, and recorded in the RMC Office for Greenville County, South Carolina, on September 15, 1980, in Deed Book 1133, at Pages 365 through 436, inclusive and survey and plot plan recorded in the RMC Office for Greenville County in Plat Book 7-X, at Page 40, as amended by First Amendment to Declaration (Master Deed) of Sugar Creek Villas Horizontal Property Regime dated February 25, 1981, and recorded in the RMC Office for Greenville County on February 26, 1981, in Deed Book 1143, at Pages 305 through 319, inclusive, as amended by Second Amendment to Declaration (Master Deed) of Sugar Creek Villas Horizontal Property Regime dated August 27, 1981, and recorded in the RMC Office for Greenville County on August 28, 1981, in Deed Book 1154, at Pages 210 through 219, inclusive, as amended by Third Amendment to Declaration (Master Deed) of Sugar Creek Villas Horizontal Property Regime recorded in the RMC Office for Greenville County on May 28, 1982, in Deed Book 1167, at Pages 654 through 660, inclusive, as amended by Fourth Amendment to Declaration (Master Deed) of Sugar Creek Villas Horizontal Property Regime recorded in the RMC Office for Greenville County on June 11, 1982, in Deed Book 1168, at Pages 451 and 452, and as amended by Fifth Amendment to Declaration (Master Deed) of Sugar Creek Villas Horizontal Property Regime recorded in the RMC Office for Greenville County on May 6, 1983, in Deed Book 1187, at Pages 780 through 792, inclusive.

GREENVILLE

574

4.0001

Assignment recorded September 28, 1983 at 12:12 PM

For ref. to this assignment see Book 1617 Page 558

This is the same property conveyed to the mortgagor by deed to the mortgagee, dated and recorded July 20, 1983, in Deed Book 1192, Page 882 and recorded July 22, 1983.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

ASSIGNMENT
FOR VALUE RECEIVED, the within mortgage and the note which it secures is hereby transferred, set over and assigned unto John C. Cothran, without recourse.

WITNESSES: COTHRAN & DARBY BUILDERS, INC.

By: [Signature]
[Signature] PRESIDENT

Dated: September 27, 1983 HILL, WYATT & BANNISTER

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 such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

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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