

Mailing Address: 105 Sugar Creek Road
Greer, South Carolina 29651

(#6245)
MORTGAGE OF REAL ESTATE-OF

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

HILL, WYATT & BANNISTER
ATTORNEYS AT LAW, GREENVILLE, S. C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:
PURCHASE MONEY MORTGAGE

BOOK 1556 PAGE 889

BOOK 1627 PAGE 798

WHEREAS, we, MICHAEL N. BINETTE and TERESA S. BINETTE

(hereinafter referred to as Mortgagor) is well and truly indebted unto COTHRAN & DARBY BUILDERS, INC.

(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 Three Thousand Seven Hundred Fifty-three and 77/100 Dollars (\$23,753.77) due and payable

as set forth in note of even date herewith

28th DAY OF September 1983
REM VOL. 1627 PAGE 798

AT 12:12 O'CLOCK P.M. NO. 10350
HILL, WYATT & BANNISTER

S. C. FOR GREENVILLE COUNTY, S. C.

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, situate, lying and being on the southerly side of Bessie Avenue, near the City of Greer, and being designated as Lot 40, Woodland Heights, as shown on plat recorded in the RMC Office for Greenville County, South Carolina, in Plat Book GG, at page 151, and, having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin in the southern line of Bessie Avenue, joint front corner of Lots 39 and 40 and running thence N. 45-18 E. 100 feet to an iron pin at the joint front corner of Lots 40 and 41; thence S. 39-15 E. 190 feet to an iron pin at the joint rear corner of Lots 30, 31, 40 and 41; thence S. 45-18 W. 100 feet to an iron pin at the joint rear corner of Lots 31, 32, 39 and 40; thence N. 39-15 W. 190 feet to an iron pin, the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of the Mortgagee herein of even date herewith to be recorded.

This mortgage is junior and subordinate to that certain mortgage given by David Wayne Rhodes and Jane Huggin Rhodes to First Federal Savings and Loan Association in the face amount of \$23,450.00 recorded on August 30, 1973, in Mortgage Book 1289, at page 426.

STATE OF SOUTH CAROLINA) HILL, WYATT & BANNISTER
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, this 27th day of September, 1983.

COTHRAN & DARBY BUILDERS, INC.

By: *[Signature]*
President

STATE OF SOUTH CAROLINA
DOCUMENTARY STAMP
SEP 28 1983

WITNESSES:

[Signatures of witnesses]

For REF to this assignment see Book 1556 Page 889

Assignment recorded September 28, 1983 at 12:12 PM

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.

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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