

MAY 3 2 33 PM '78
CONNIE S. TANKERSLEY
R.H.C.

FILED
GREENVILLE CO. S.C.
MAY 17 11 45 AM '78
MORTGAGE

P.O. Box 1268 57 MAIL 348
Greenville, S. C. 29602

First Mortgage on Real Estate

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MAY 3 1978

TO ALL WHOM THESE PRESENTS MAY CONCERN:

COTHRAN & DARBY BUILDERS, INC.
(Hereinafter referred to as Mortgagor) SENDING CREETING:

WHEREAS, the Mortgagor is well and truly indebted unto FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, GREENVILLE, S. C., (hereinafter referred to as Mortgagee) in the sum of Fifty Six Thousand and No/100 ----- DOLLARS

(\$ 56,000.00), as evidenced by the Mortgagor's note of even date, bearing interest as stated in said note, and payable as therein stated or as modified by mutual agreement, in writing, the due date being April 1, 1979 ~~XXXXXX~~, unless extended by mutual consent, the terms of said note and any agreement modifying it are incorporated herein by reference; and

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced or readvanced to or for the Mortgagor's account, including advances made by the Mortgagee on other or no security:

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, lying and being on the easterly side of Sugar Creek Lane, near the City of Greenville, South Carolina, and being designated as Lot 136 on Map 4, Section I, Sugar Creek, as recorded in the RMC Office for Greenville County in Plat Book 5D, page 72, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the easterly side of Sugar Creek Lane, joint front corner of Lots 136 and 137 and running thence along common line of said lots N. 66-10 E. 90.4 feet to an iron pin, common corner of Lots 136, 137, 160 and 161; thence along common line of Lots 161 and 136 S. 18-46-31 E. 200.06 feet to an iron pin; thence S. 62-49-25 W. 125.59 feet to an iron pin; thence N. 36-51-00 W. 201.32 feet to an iron pin on Sugar Creek Lane; thence around a curve on Sugar Creek Lane the chord of which is N. 66-39-34 E. 99.32 feet to an iron pin, the point of BEGINNING.

This is the same property conveyed to the mortgagor herein by deed of M. Graham Proffitt, III, Ellis L. Darby, Jr. and John Cothern Company, Inc. of even date herewith to be recorded.

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