

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S.C.
FEB 14 9 39 AM '83
DONNIE S. TANKERSLEY
R.M.C.

BOOK 1594 PAGE 798
LONG, BLACK & GASTON

MORTGAGE OF REAL ESTATE 80 PAGE 1894
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, DAVID W. EARLEY and SHARON L. EARLEY

HAYNSWORTH, PERRY, BRYANT,
MARION & JOHNSTONE, ATTYS.

(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 EIGHT THOUSAND AND NO/100----- Dollars (\$ 28,000.00) due and payable

recorded in the RMC Office for Greenville County, S. C. in Plat Book QQ at Page 143, and having such metes and bounds as appear thereon.

THIS is the same property conveyed to the Mortgagor herein by deed of Gary G. Martin and Ellen M. Martin, dated July 22, 1976 and recorded in the RMC Office for Greenville County, in Deed Book 1040 at Page 25.

THIS mortgage is junior in lien to that certain mortgage in favor of First Federal Savings and Loan Association, in the original principal amount of \$29,500.00, recorded July 8, 1974 in Greenville County Volume 1315 at Page 744.

Mortgagee's Address:
3 Sugar Creek Road
Route 4
Greer, S. C. 29651

Haynsworth

JUN 6 1983

32889 JUN 6 1983

[Handwritten signatures and initials]

1-3-83 14 83 607

RECORDING
STAMP
11 20 83

Witness
[Signature]
Donnie S. Tankersley
R.M.C.

Together with all and singular rights, tenements, 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 whatsoever lawfully claiming the same or any part thereof.