MARCHBANKS, CHAPMAN, BROWN & HARTER, P. A., 111 TOY STREET, GREENVILLE, S. C. 29603

MORTGAGE OF REAL ESTATE -

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ORTGAGE W. GO. S. C. SHORTGAGE OF REAL ESTATE 1 15 4 35 PH '78 ALL WHOM THESE PRESENTS MAY CONCERN COUNTY OF GREENVILLE SAME STANKERSLEY STATE OF SOUTH CAROLINA

Bufford M. Howard and Stella Ann Howard WHEREAS.

I creinafter referred to as Mortgagor) is well and troly indebted unto Cothran and Darby Builders, Inc.

Our emafter referred to as Mortgagee) as evidenced by the Mortgagee's promissery note of even date horsewith the terms of which are incorporated Ferein by reference, in the samed Eight Thousand Six Hundred Seventy-Five and No/100ths---Dollars is 8, 675.00 I due and payable on or before February 1, 1980

per centum per annum, to be paid same time as 12 with interest therecon from date at the rate of aforesaid payment of principal WHEREAS, the Mortganor may bereifter become indebted to the said Mortganor for on hi further soms as more by advanced to or for the Mostgagos's account for taxes, insurance premiums, public assessments, repaire or for any other purposes

NOW, KNOW ALL, MEN, That the Medigaged, an emphrantical of the afformed delta, and recorded to secure the payment thereof, and of any other and further sums for which the Mostrerio may be redicted to the Mostrerio of new tone for advenues made to so for his account by the M etcacee, and also in exerciteration of the further come of 3 fore Willars. Survey of the More to Both of the More to and and Before the sealing and delivery of these presents, their egyt where I is bereby man above I has grunted become I, sid and reduced, and by these presents does grant, bangam, will and release unto the M moure, its society of and orders

All that certain piece, parcel or lot of land with the buildings and improvements thereon, lying and being on the southerly side of Sugar Creek Lane, near the City of Greenville, South Carolina, being known and designated as Lot No. 5, on Plat entitled "Map 7 Sugar Creek" as recorded in the R.M.C. Office for Greenville County, S. C., in Plat Book 7C at Page 15, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southerly side of Sugar Creek Lane, said pin being the joint front corner of Lots No. 4 and 5, and running thence with the common line of said lots, S. 22-03-58 E. 147.15 feet to an iron pin; thence N. 83-32-41 W., 44.84 feet to an iron pin, the joint rear corner of Lots 5 and 6; thence with the common line of said lots N. 8-44-23 W. 156.52 feet to an iron pin, on the southerly side of Sugar Creek Lane; thence with the southerly side of Sugar Creek Lane on a curve the chord of which is N. 74-35-49 E. 75 feet to an iron pin, the point of beginning.

This is the identical property conveyed to the mortgagors herein by deed of Cothran and Darby Builders, Inc. dated November 15, 1979, and recorded in the R.M.C. Office for Greenville County in Deed Book 1115 at Page 691

The lien of the within mortgage is second and subsequent to the lien of that mortgage given by Bufford M. Howard and Stella Ann Howard to Carolina Federal Savings and Loan Association dated November 15, 1979, and recorded in the R.M.C. Office for Greenville County in Mortgage Book 1498 at Page 436 in the original principal sum of \$74,000.00.

Together with all and singular rights, members, hereditaments, and appartenances to the same belonging in any way incident or appertinging, and all of the rents, issues, and profits which may ause or be had therefrom, and including all heating, plainbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any mainer, it being the intention of the parties hereto that all such fistures and equipment, other than the usual household furniture, he 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, foreser.

The Morteagor covenants that it is lawfully secred of the premises hereinabline described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or enconfer the same, and that the premises are free and clear of all hers and encombrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises into the Mortgagoe forever, from and against the Mortgagor and all persons whomsoeser lawfully claiming the same or any part thereof

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