

0421  
0

Mortgagee's Address: 105 Sugar Creek Road  
Greer, S. C. 29651

#5723  
MORTGAGE OF REAL ESTATE - Office of ~~HILL, WYATT & BANNISTER~~ ATTORNEYS AT LAW, GREENVILLE, S. C.  
HILL, WYATT & BANNISTER

JUL 15 1980 FILED 153

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }  
                            CO. S.C.

MORTGAGE OF REAL ESTATE  
TO ALL WHOM THESE PRESENTS MAY CONCERN:  
PURCHASE MONEY MORTGAGE

71 PAGE 424

WHEREAS, we, FRANK C. ROGERS and SONYA M. ROGERS  
of the above address, (hereinafter referred to as Mortgagors) is well and truly indebted unto  
COTHRAN & DARBY BUILDERS, INC.

(hereinafter referred to as Mortgagor) 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 Sixty Eight Thousand Five Hundred and no/100 Dollars (\$ 68,500.00) due and payable

as set forth in said note, from the corner of said lots at 0-13-27 E. 150 feet to an iron pin on the southerly side of Sugar Creek Lane; thence along said line S. 80-23' E. 33.21 feet to an iron pin; thence S. 79-01-40 E. 52 feet to an iron pin, joint front corner of Lots 7 and 8, the point of BEGINNING.

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

If all or any part of the above described property or an interest therein is sold or transferred by the mortgagors without mortgagor's prior written consent, the mortgagee, at its option, may declare the entire debt immediately due and payable.

RECEIVED  
JUL 28 1980  
T. Price, Esq.  
Hill, Wyatt & Bannister  
Attn: Frank C. Rogers  
105 Sugar Creek Road  
Greer, S. C.  
68,500.00  
08, NOV 1980  
HILL, WYATT & BANNISTER  
ATLANTA, GA

JUL 28 1980

Frank C. Rogers  
Dated: JUL 28 1980  
Signed: *Frank C. Rogers*

Together with all and singular rights, members, benefittments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, uses, and profits which may arise or be had therefrom, and including all heating, plumbing, and building fixtures now or hereafter attached, connected, or fixed 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 Mortgagor, 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 aforesaid herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee herein, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

4328 NV-2