3 Sugar Creek Road
Route 4
Greer, S... 29651

BOOK 78 1305
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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S.C.
SEP 9 2 53 PM '82
DONNIE S. TANKERSLEY

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JEAN N. SCHIRMER

(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 Forty-seven Thousand, Nine Hundred, Thirty-seven and 86/100---------- Dollars ($47,937.86) due and payable

in full sixty(60) days from date.

recorded in the RMC Office for Greenville County on August 5, 1966 in Deed Book 803 at Page 435. The said Frederick W. Schirmer died testate, March 30, 1976, and by his Will on file with the Greenville County Probate Court , Apartment 1426, File 26, left as his sole heir at law, his wife, Jean N. Schirmer, the mortgagor herein.

THIS mortgage is second and junior in lien to that mortgage given to Fidelity Federal Savings & Loan Association (now American FEderal Savings and Loan Association) in the original amount of $21,600.00, recorded in the RMC Office for Greenville County on August 26, 1963 in Mortgage Book 929 at Page 479.

HILL, WYATT & BANNISTER

Canceled this 16th day of November 1982

12038

Cotham Inc. & Darby Builders Inc.

NOV 17 1982

Canceled Annie E. Lindsey Atty

NOV 17 11 03 AM '82
DONNIE S. TANKERSLEY
R.M.C.
GREENVILLE CO. S.C.

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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