

GREENVILLE CO. S. C.

SEP 13 12 05 PM '71

OLLIE FARNSWORTH
R.M.C.

BOOK 1208 PAGE 533

First Mortgage on Real Estate

MORTGAGE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Cothran & Darby Builders, Inc.

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

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 Forty Thousand and No/100

DOLLARS

(\$ 40,000.00), 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 final maturity of which is twenty-five years after the date hereof, 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, on the southerly side of Queen Ann Road near the City of Greenville, S. C., being known and designated as Lot No. 35 on plat of Foxcroft, Section I, as recorded in the RMC Office for Greenville County, S. C., in Plat Book 4F, pages 2, 3 and 4, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southerly side of Queen Ann Road, said pin being the joint front corner of Lots 34 and 35, and running thence with the common line of said lots S 3-49 E 165 feet to an iron pin, the joint rear corner of Lots 34 and 35; thence S 86-11 W 130.6 feet to an iron pin, the joint rear corner of Lots 35 and 36; thence with the common line of said lots N 3-49 W 165 feet to an iron pin on the southerly side of Queen Ann Road; thence with the southerly side of Queen Ann Road N 86-11 E 130.6 feet to an iron pin, the point of beginning.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.