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DONNIE S. TANKERSLEY
R.M.C.

BOOK 1437 PAGE 207

First Mortgage on Real Estate

MORTGAGE

3 Sugar Creek Road
Greer, S.C. 29651

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 Sixty-One Thousand Six Hundred and No/100ths----------DOLLARS

($ 61,600.00), 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 18 months XXXX 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,~~

All that certain piece, parcel or lot of land with the buildings and improvements thereon, lying and being on the Southeasterly side of Briar Creek Road, near the City of Greenville, S.C., and being known and designated as Lot No. 97 on plat entitled "Map No. 5, Sugar Creek" as recorded in the RMC Office for Greenville County, S/C., in Plat Book 6 H, page 2, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southeasterly side of Briar Creek Road, said pin being the joint front corner of lots 96 and 97 and running thence with the common line of said lots S 62-30-43 E 141.55 feet to an iron pin the joint rear corner of Lots 96 and 97; thence with the center of the branch as the line the traverse line being N 36-34-03 E 99.04 feet to a point the joint rear corner of Lots 97 and 98; thence with the common line of said lots N 57-26 W 151.55 feet to an iron pin on the Southeasterly side of Briar Creek Road; thence with the Southeasterly side of Briar Creek Road S 32-34 W 40 feet to an iron pin; thence continuing with said road S 30-01-39 W 72 feet to an iron pin the point of beginning.

This conveyance is subject to a 25 foot sewer right of way and 10 foot drainage easement across the rear point of the lot and is subject to all restrictions, setback lines, roadways, easements and right of ways, if any, affecting the above described property.

This is the identical property conveyed to the grantors herein by deed of James D. Ward, recorded in the RMC Office for Greenville County, S.C., on September 1, 1973, in Deed Bood 954, page 1, and by deed of John C. Cothran to John C. Cothran Company, Inc. recorded in said RMC Office on May 1, 1973, in Deed Book 973, page 519.

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.

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