

OFFICE OF THE RECORDER OF DEEDS

AUG 1 2 48 P 1980

DONALD BANKERSLEY
R.M.C.

MORTGAGE

BOOK 1509 PAGE 554

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THIS MORTGAGE is made this 1st day of August, 1980, between the Mortgagor, Cothran & Darby Builders, Inc. (herein "Borrower"), and the Mortgagee, Federal Savings and Loan Association, a corporation organized and existing under the laws of South Carolina, whose address is P. O. Box 10148, Greenville, South Carolina 29603 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Seventy Eight Thousand and 00/100ths (\$78,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 1, 1980 (herein "Note"), providing for monthly installments of principal and interest with the balance of the indebtedness, if not sooner paid, due and payable on February 1, 2006

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville State of South Carolina:

ALL that certain piece, parcel, or lot of land, with the buildings and improvements thereon, lying and being on the westerly side of Woody Creek Road near the City of Greenville, being known as Lot 410 on Plat entitled "Map Three, Section Three, Sugar Creek" recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 7-X, Page 2, and having according to said Plat the following metes and bounds:

Beginning at an iron pin on the westerly side of Woody Creek Road said pin being the joint front corner of Lots 410 and 411 and running thence with the common line of said lots N 88-18 W 127.91 feet to an iron pin being the joint rear corner of Lots 410 and 412; thence with the common line of said lots N 39-21-10 W 132.61 feet to an iron pin being the joint rear corner of Lots 409 and 410; thence with the common line of said lots S 88-18 E 215 feet to an iron pin on the westerly side of Woody Creek Road thence with the westerly side of Woody Creek Road S 1-42 W 100 feet to an iron pin the point of beginning.

This is the same property conveyed to Mortgagor herein by deed of John Cothran Company, Inc., a South Carolina Corporation, M. Graham Proffitt, III, and Ellis L. Darby, Jr., dated August 1, 1980, to be recorded herewith.

[Faint, illegible text, possibly a stamp or signature area]

which has the address of Lot 410, Sugar Creek Subdivision Greer
(Street) (City)
South Carolina 29651 (herein "Property Address");
(State and Zip Code)

To HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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