

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

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

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

BOOK 1580 PAGE 96

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.

~~with interest thereon from the date of the making of the same to the date of payment thereof.~~

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

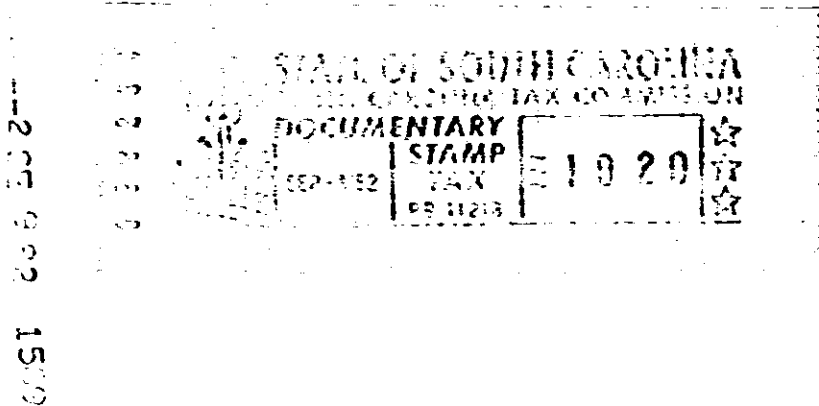
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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 northern side of Melbourn Lane, shown as Lot No. 10 on plat of Wellington Green, recorded in Plat Book YY at Page 29 in the RMC Office for Greenville County, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Melbourn Lane, joint front corner of Lots 9 and 10; thence with line of Lot 9, N. 30-23 E. 163.5 feet to an iron pin; thence S. 59-53 E. 100.2 feet to an iron pin at corner of Lot 11; thence with line of said lot, S. 30-23 W. 164 feet to an iron pin on the northern side of Melbourn Lane; thence along Melbourn Lane, N. 59-37 W. 100 feet to the point of beginning.

THIS being the same property conveyed to Frederick W. Schirmer and Jean N. Schirmer by deed of Donald E. Baltz, Inc., dated August 5, 1966, and 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.



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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