

FILED
GREENVILLE CO. S. C.

BOOK 1365 PAGE 751

MORTGAGE OF REAL ESTATE

APR 23 3 33 PM '75

OFFICES OF KENDRICK, STEPHENSON & JOHNSON, Attorneys at Law, Greenville, S.C.

MORTGAGE OF REAL ESTATE 39 PAGE 731

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE DONNIE S. TANKERSLEY
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:
PAID, SATISFIED, AND CANCELLED THIS 1st
DAY OF JULY, 1976.

[Handwritten signature]

COTHRAN & DARBY BUILDERS, INC.

WHEREAS, GARY R. KAYLOR AND CHARLENE F. KAYLOR

By: *[Handwritten signature]*

(hereinafter referred to as Mortgagor) is well and truly indebted unto

JOHN E. MANN, ATTORNEY

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

201

Thirteen Thousand Six Hundred Thirty-three and 57/100 ---

Dollars (\$ 13,633.57) due and payable

JUL 2 1976

RECORDING FEE
PAID *[Handwritten initials]*

with interest thereon from - at the rate of none per centum per annum.

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

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.

FILED
GREENVILLE CO. S. C.

JUL 2 9 52 AM '75
DONNIE S. TANKERSLEY
R.M.C.

4328-112