

REGISTRATION NO. 44
COMPLIES
File

FILED
GREENVILLE CO. S. C.
FEB 23 2 24 PM '73
DONNIE S. TAYLOR
R.M.C.

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PAID AND RECEIVED IN FULL
21st March 1973
BY *Elizabeth N. Smith*
Rebecca W. Smith
Robert W. Smith

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

23005

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-Three Thousand Nine Hundred and no/100 DOLLARS

(\$ 43,900.00), 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 Merrifield Court, near the City of Greenville, S. C., being known and designated as Lot No. 102 on plat entitled "Final Plat Revised, Map No. 1, Foxcroft, Section II", as recorded in the RMC Office for Greenville County, S. C. in Plat Book 4N, pages 36 and 37, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southerly side of Merrifield Court, said pin being the joint front corner of Lots 101 and 102 and running thence with the common line of said lots S 16-04 E 199.5 feet to an iron pin, the joint rear corner of Lots 102 and 103; thence N 84 E 75 feet to an iron pin the joint rear corner of Lots 102 and 103; thence with the common line of said lots N 3-09 W 199.1 feet to an iron pin on the southerly side of Merrifield Court; thence with the southerly side of Merrifield Court S 86-14 W 60 feet to an iron pin; thence continuing with said Court S 79-26 W 60 feet to an iron pin, the point of beginning.

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