

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

1455 pg 857

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, J. Cohen Arms and Geraldine J. Arms,

(hereinafter referred to as Mortgagors) well and truly, indebted unto William Vance Rainey

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagee's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Two Thousand and no/100-----
Dollars is 2,000.00 due and payable January 23, 1980

with interest thereon from date of note at the rate of SEVEN percentum per annum, to be paid On January 23, 1980
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 sum 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 heirs, successors and assigns,

All that piece, parcel or lot of land, situate, lying and being in Greenville County, South Carolina, on the Eastern side of State Park Road and having the following metes and bounds according to a plat of "Property of Wm. Vance Rainey", prepared by C. O. Riddle, R.L.S., dated November 21, 1978, and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 6U at Page 81 :

Beginning at a nail and cap in the center of State Park Road and running thence N. 74-01 W. 39.95 feet to an iron pin at a water line; thence along said water line, N. 23-01 E. 10.06 feet to an iron pin; thence along a line of property of Harry King, S. 74-01 E. 38.23 feet to a point; thence along State Park Road, N. 13-11 E. 15 feet to an old iron pin; thence N. 42-34 E. 63 feet to an old iron pin; thence along a line of Wm. G. Meehan, S. 86-36 E. 217.4 feet to an old iron pin; thence N. 60-03 E. 110 feet to an old iron pin; thence along a line of Wm. Vance Rainey, N. 79-49 E. 341.3 feet to an iron pin; thence along a line of Wm. Vance Rainey, S. 20-55 E. 239.6 feet to an iron pin; thence along a line of said Rainey property, S. 86-55 W. 436.9 feet to an iron pin; thence N. 20-55 W. 136.35 feet to an iron pin; thence continuing along a line of Rainey property, S. 60-03 W. 31.17 feet to an iron pin; thence continuing along a line of Wm. Vance Rainey property, N. 86-36 W. 213.89 feet to an iron pin; thence S. 48-26 W. 75.68 feet to the beginning corner and being the same property conveyed by William Vance Rainey to J. Cohen Arms and Geraldine J. Arms by a deed dated January 23, 1979, and recorded herewith.

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Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all the rents, issues, and profits which may now be had therefrom, and all the buildings, plantings, and lighting fixtures now or hereafter attached, annexed, 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 the said premises and the fixtures, etc. his, success his and yours, forever.

The Mortgagor covenants that it lawfully holds 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 Mortgagee further covenants to warrant and to never 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.

The Mortgagor further covenants and agrees as full as

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, redemptions or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness so secured does not exceed the original amount shown on the face hereof. All amounts advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

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