

MORTGAGE OF REAL ESTATE--Prepared by RIDDY AND RILEY, Attorneys at Law, Greenville, S. C.

1979 113464

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

FILED
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SCHOOL BANKERSLEY
R.M.C.
MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Marvin O. Cooper

(hereinafter referred to as Mortgagor) is well and truly indebted unto Hendricks Builders Center, 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 **Eight Thousand Ninety-Six and 67/100**-----
-----Dollars (\$ 8,096.67) due and payable

as stated in note

with interest thereon from _____ date _____ at the rate of **twelve** per centum per annum, to be paid: **on demand**

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 in the City of Mauldin, being shown and designated as Lot #113 on plat of FORRESTER WOODS, Section 7, recorded in the RMC Office for Greenville County, S.C. in Plat Book 5P at pages 21 and 22 and being further shown on a more recent survey by James R. Freeland, R.L.S., dated April 9, 1979 of property of Marvin Cooper as Lot 113, Section 7, FORRESTER WOODS, and having the metes and bounds as shown on said plat, to-wit:

BEGINNING at a point on Stoney Creek Drive at the joint front corner of Lots 113 and 114 and running thence with the northwestern side of Stoney Creek Drive S. 41-00 W. 100 feet to a point at the joint front corner of lots 113 and 112; thence turning and running with the common line of said lots N. 49-0 E. 165 feet to the joint rear corner of said lots; thence turning and running N. 41-00 E. 100 feet to a point at the joint rear corner of lots 113 and 114; thence turning and running with the common line of said lots S. 49-00 E. 165 feet to a point on Stoney Creek Drive, the point of beginning.

This is the same property conveyed to the Mortgagor herein by deed of Danco, Inc. dated April 20, 1979 and recorded in the RMC Office for Greenville County on April 20, 1979 in Deed Book 1100 at page 945.

This mortgage is second and junior in lien to that mortgage given by Marvin O. Cooper to First Federal Savings & Loan Association recorded in the RMC Office for Greenville County on April 20, 1979 in Mortgage Book 1463 at page 901 in the original amount of \$56,000.00.

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STATE OF SOUTH CAROLINA
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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 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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