

Mortgagee's Address: 107 McDaniel Green, Greenville, SC 29601

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MORTGAGE OF REAL ESTATE-Offices of Leatherwood, Walker, Todd & Mann, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREENVILLE S.C.
JUL 15 3 50 PM '83
R.M.C. COOLEY

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, David W. Cooley and Elizabeth Folline Cooley

(hereinafter referred to as Mortgagor) is well and truly indebted unto Mary M. Poole

(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 One Hundred Thousand and No/100ths-----

----- Dollars (\$ 100,000.00) due and payable from December 15, 1983 at the rate of ten (10%) percent per annum to be paid in accordance with the terms of the Mortgage Note of even date herewith.

~~with interest thereon from~~

~~with interest thereon~~

~~with interest thereon from~~

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, the Mortgagee's heirs, 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

All that piece, parcel or lot of land in Paris Mountain Township, Greenville County, State of South Carolina situate, lying and being on the east side of Lake Circle Road on Paris Mountain in Greenville County, South Carolina being shown as approximately 2.10 acres on the plat of Property of Mary M. Poole, made by Dalton & Neves Co., Engineers, October, 1981, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at a nail and cap at or near the center line of Lake Circle Road at the front corner adjacent to the property now or formerly of Erik B. Nagel and running thence with said Nagel property, S. 78-35 E. 362.9 feet to an iron pin at the corner of property of Nagel; thence S. 0-15 W. 137.0 feet to an iron pin adjoining the property now or formerly of Richard B. Cass; thence with the Cass line, S. 34-10 W. 110 feet; thence N. 78-36 W. 376.91 feet through an iron pin and then to or near the center line of Lake Circle Road; thence continuing with Lake Circle Road, N. 18-40 E. 237.88 feet to the beginning corner.

This is the same property conveyed to the mortgagors herein by deed of Mary M. Poole dated of even date herewith and to be recorded herewith in the BMC Office for Greenville County, 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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