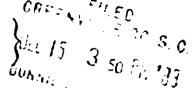
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MORTGAGE OF REAL ESTATE-Offices of Leatherwood, Walker, Todd & Mann, Attorneys at Law, Greenville,

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE



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

WHEREAS,

David W. Cooley and Elizabeth Folline Cooley

thereinafter 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------

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.

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WHEREAS, the Mortgagor may hereafter become indebted to the sali 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 Mortgegor, 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 Mortgagor at any time for advances made to or for his account by the Mortgagor, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagor at and before the scaling 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 Mortgagor, the Mortgagor'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 RMC Office for Greenville County, South Carolina.

Together with all and singular rights, members, hereditiments, 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 hid therefron, and including all heating, plumbing, and lighting futures now or hereafter attached, connected, or litted thereto in any manners it being the intention of the parties hereto that all futures with equipment, other than the usual household furniture, he considered a part of the real estate.

2 TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagre, its heirs, successors and assigns, forever,

OThe Mortgager covenants that is is lawfully seized of the premises beremalove described in fee simple absolute, that it has good right audion and ordered to sell, convey or encumber the same, and that the premises are free and clear of all bens and encumbrances except as provided birein. The Mortgager further covenants to warrant and forever defend all and support the said premises unto the Mortgager forever, from and against the Mortgager and all persons whomsoever lawfully claiming the same or any part thereof.