

332 West Frontiers Ave
Greenville S.C. 29605 FILED
MORTGAGE - INDIVIDUAL FORM - GREENVILLE

BOOK 1509 PAGE 812

Purchase Money Mortgage

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }
JUN 2 12 32 PM '83
DONNA

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

WHEREAS, Barry Cooper and Julie C. Cooper

(hereinafter referred to as Mortgagor) is well and truly indebted unto James E. Cassell

(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 Thirty Four Thousand Nine Hundred Fifty and no/100 -- Dollars (\$ 34,950.00) due and payable

Reference is hereby made to said note of even date which is incorporated herein by reference

with interest thereon from date at the rate of 10% per centum per annum, to be paid:

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 piece, parcel or lot of land in Chick Springs Township, Greenville County, State of South Carolina, situate, lying and being on Mayfair Drive and being known and designated as Lots Nos. 24 and 25 of Block D of Mayfair Estates as shown on plat thereof recorded in the RMC Office for Greenville County in Plat Book "S", Pages 72 and 73 and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Mayfair Drive at the joint front corner of Lots Nos. 23 and 24 and running thence along the joint line of said Lots N. 60-48 W. 200 feet to an iron pin in the line of Lot No. 57; thence along the line of Lots Nos. 57, 56 and 55 S. 29-12 W. 60 feet to an iron pin at the joint rear corner of Lots Nos. 25 and 26; thence along the joint line of said lots S. 60-48 E. 200 feet to an iron pin on the western side of Mayfair Drive at the joint front corner of Lots Nos. 25 and 26; thence along the western side of Mayfair Drive N. 29-12 E. 60 feet to the beginning corner.

ALSO: All of the piece, parcel or lot of land in Chick Springs Township, Greenville County, State of South Carolina, being known and designated as a portion of Lot No. 23 of Block D of Mayfair Estates as shown on plat of same recorded in the RMC Office for Greenville County in Plat Book "S", at pages 72 and 73; and the portion of Lot No. 23 conveyed herein being more fully described as follows:

BEGINNING at an iron pin on Mayfair Drive, joint front corner of Lots Nos. 23 and 24, and running thence along Mayfair Drive N. 29-12 E. 20 feet to a point in the front lot line of said Lot No. 23; thence on a new line through Lot No. 23, N. 60-48 W. 200 feet to a point in rear line of said Lot No. 23; thence S. 29-12 W. 20 feet to an iron pin joint rear corner of Lots Nos. 23 and 24; thence along the joint line of Lots Nos. 23 and 24, S. 60-48 E. 200 feet to the point of beginning.

This being the same property conveyed by deed of James E. Cassell of even date to be recorded herewith.

This mortgage can not be assumed without the consent of the mortgagee. The mortgagee reserves the right to adjust the interest rate if he allows an assumption of this mortgage.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 such 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.

The Mortgagor further covenants and agrees as follows:

(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, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so 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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