

MORTGAGE OF REAL ESTATE

WALKER, EWING & COGSWELL CO., CHARLESTON, S. C. 44888-9-13-40

(S.C. Mortgage Form 10-3-40)

TO ALL WHOM THESE PRESENTS MAY CONCERN:

R. L. Cooper and H. B. Cooper

SEND GREETINGS:

WHEREAS, We, R. L. Cooper and H. B. Cooper

hereinafter referred to as Mortgagors, which expression shall include the singular and plural and the heirs, legal representatives, successors and assigns, in and by our certain Notes or Obligations bearing date the 25th day of September A. D. 1943 stand firmly held and bound unto The Buckeye Cotton Oil Company, a corporation with principal place of business in the city of Cincinnati, Hamilton County, State of Ohio, hereinafter referred to as the Mortgagee, which expression shall include the successors and assigns, conditioned for payment of the full and just sum of Fifteen Thousand and no/100 (\$15,000.00) Dollars besides interest from date at the rate of six per cent per annum until maturity, and thereafter, at the rate of 6 per cent per annum until paid, payable annually until fully paid, in the following installments, to-wit: \$5,000.00 on November 15, 1943, \$5,000.00 on November 15, 1944, and \$5,000.00 on November 15, 1945.

And all renewals or extensions thereof, in whole or in part, and any new promise to pay the said sum in whole or in part, and also any future and further advances, if any, to be made by the said Mortgagee as well as any other indebtedness to the said Mortgagee, represented by other promissory notes, open account, or otherwise.

NOW KNOW ALL MEN, That we the said Mortgagors for and in consideration of the said debt and the sum of money aforesaid, and for the better securing the payment thereof, and all renewals or extensions thereof, in whole or in part and any new promise to pay the said sum in whole or in part, and also any future and further advances, if any, as well as any other indebtedness to the said Mortgagee, represented by other promissory notes, open account, or otherwise, to the said Mortgagee according to the conditions of the said Note or Obligation, and also in consideration of the further sum of THREE DOLLARS, to the said Mortgagor to hand well and truly paid by the said Mortgagee at and before the sealing and delivery of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, and released, and by these Presents DO GRANT, bargain, sell and release, unto the said Mortgagee:

All that certain piece, parcel or lot of land situate, lying and being in the Town of Simpsonville, County of Greenville, State of South Carolina, and having the following metes and bounds, to-wit:

Beginning on the Northeast corner of Simpsonville Guard House and running North along sidewalk 18 1/2 feet to an iron pin 3x; thence in a Westerly direction 42 feet two inches to an iron pin; thence in a Southeasterly direction 20 feet to an iron pin; thence in an Easterly direction 33 feet and 3 inches along said Guard House as a line to the beginning corner.

ALSO - All that certain piece, parcel or lot of land situate, lying and being in the Town of Simpsonville, Greenville County, State of South Carolina, and having the following metes and bounds, to-wit:

BEGINNING on a stone corner of property now or formerly of W. P. Gresham on Maple Street 3x; thence N. 65 E. 4.48 chs. to a stone on Railroad Street 3x; thence N. 24 W. 3.31 chs. to a stone on College Street 3x; thence S. 64 1/2 W. 4.42 chs. along said street to a stone 3x; thence S. 22 E. 26 feet to the beginning stone, and containing one and a quarter acres, more or less. Bounded by lands of W. P. Gresham, S. J. Wilson, Railroad Street, College Street and Maple Street.

This being the same property conveyed to the mortgagors herein by F. M. Todd by deed dated July 12, 1943 and recorded in the RMC Office for Greenville County, S. C. in Vol. 255, at page 55.

TOGETHER with all and singular the following goods and chattels to-wit:

1 new 4-80 Lummus Gin Outfit complete with the exception of one Gin stand and cleaner extractor more specifically described as follows: 3-80 saw Lummus gins with cleaner extractors, metal condenser, steel bound press together with automatic tramper, lint flue and all transmission, belts, pulleys, fans, shafting and other equipment including one 100-horse power electric motor.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

It is the intention and it is hereby agreed that all personal property acquired by the mortgagor after the date hereof and placed in or on the real estate hereinabove described in connection with the proper operation thereof, shall be as fully embraced within the provisions hereof and subject to the lien hereby created for securing the payment of the debt herein described, together with the interest thereon and attorneys fees as if the said personal property were now owned by the mortgagor and were specifically described herein and conveyed thereby.

See Chattel Mtg. Book 811, Page 67. Also 1-19-56 #1736