

MORTGAGE OF REAL ESTATE

State of South Carolina

COUNTY OF GREENVILLE

AUG 31 3 48 PM 1961

To All Whom These Presents May Concern:

WE, Johnny R. Cooley and Barbara B. Cooley

SEND GREETING.

WHEREAS, we the said Johnny R. Cooley and Barbara B. Cooley

in and by our certain promissory note in writing of even date with these Presents, are well and truly indebted unto the CITIZENS BUILDING AND LOAN ASSOCIATION, Greer, S. C., in the full and just sum of Twelve Thousand and no/100 - - - - - (\$ 12,000.00) Dollars,

with interest from the date hereof at the rate of six per cent (6 %) per annum, unpaid interest to bear interest at the same rate, to be repaid in installments of

One Hundred Twenty and no/100 - - - - - (\$ 120.00) dollars

due and payable on the 5th day of each and every calendar month hereafter until the full principal sum, with interest and all costs, insurance, and expenses incurred in connection with said loan, has been paid, said monthly payments to be applied first to the payment of interest, and then to payment of principal, costs, expenses and insurance, if any, incurred; and said note further providing that if at any time any portion of the principal or interest due hereunder shall be past due and unpaid for a period of sixty (60) days, or upon failure to comply with any of the by-laws of said Association, or with any of the stipulations of this mortgage, the whole amount due under said note, shall at the option of the holder become immediately due and payable, and said note further providing for a reasonable attorney's fee besides all costs and expenses of collection, to be added to the amount due on said note, and collectible as a part thereof, if the same be placed with an attorney for collection, or if said debt, or any part thereof, be collected by an attorney or by legal proceedings of any kind.

KNOW ALL MEN BY THESE PRESENTS, That we the said Johnny R. Cooley and Barbara B. Cooley

in consideration of the said debt and sums of money aforesaid, and for the better securing the payment thereof to the said CITIZENS BUILDING AND LOAN ASSOCIATION, Greer, S. C., according to the terms of the said note, and also in consideration of the further sum of Three (\$3.00) Dollars to us the said mortgagor in hand well and truly paid by the said mortgagee, at and before the sealing and delivery of these Presents (receipt of which is hereby acknowledged), have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said CITIZENS BUILDING AND LOAN ASSOCIATION, Greer, S. C., its successors and assigns:

That certain lot, parcel or tract of land, with all improvements now constructed thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lots Nos. 78 and 79 as shown on a Plat of Pinewood Estates by H. S. Brockman, Surveyor, dated November 1958 and recorded in the R. M. C. Office for Greenville County in Plat Book MM, at page 55, and having according to said plat the following metes and bounds, to wit:-

BEGINNING at an iron pin on Pinewood Drive, joint front corners of Lots Nos. 77 and 78 and running thence along the line of said Lots, S. 20-25 E. 170 feet to iron pin; thence running N. 69-35 E. 180 feet to iron pin rear corner of Lot 80; thence running with line of said Lot, N. 20-25 W. 170 feet to iron pin on Pinewood Drive; thence running with said Drive, S. 69-35 W. 180 feet to iron pin at point of beginning.

ALSO: All that piece, parcel or lot of land in the State and County aforesaid, being known and designated as Lot No. 77, as shown on a Plat of Pinewood Estates by H. S. Brockman, Surveyor, dated November 1958 and recorded in the R. M. C. Office for Greenville County in Plat Book MM, at page 55, and having according to said plat the following metes and bounds to wit:-

BEGINNING at an iron pin on Pinewood Drive, joint front corner of Lots Nos. 76 and 77 and running thence along the line of said Lots, S. 20-25 E. 170 feet to iron pin; thence running with rear line of Lot 77, N. 69-35 E. 90 feet to iron pin rear corner of Lot 78; thence running with line of said Lot, N. 20-25 W. 170 feet to iron pin on Pinewood Drive; thence running with said Drive, S. 69-35 W. 90 feet to iron pin at point of beginning.

This is the same property conveyed to us by deeds dated July 29, 1959 and August 4, 1959 by M. W. Fore,; said deeds recorded in R. M. C Office in Book 631 at pages 61 and 469.