

MAY 19 12 12 PM 1967

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

OLLIE FARNSWORTH
MORTGAGE OF REAL ESTATE
R. M. C.

BOOK 1058 PAGE 117

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JAMES COOLEY

(hereinafter referred to as Mortgagor) is well and truly indebted unto WILLIAM R. TIMMONS, JR.

(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

TWO THOUSAND EIGHT HUNDRED FIFTY AND NO/100----- Dollars (\$ 2,850.00) due and payable

one year from date

November 18, 1967

with interest thereon from date at the rate of Six (6%) per centum per annum, to be paid: Annually

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 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 Greenville, in Grove Township, about 7 miles Southwest of the City of Greenville, and being known and designated as Lot Number 5 of the Property of Wm. R. Timmons, Jr., according to a plat of record in the R. M. C. Office for Greenville County in Plat Book 000 at Page 95, and having the following metes and bounds, to wit:

BEGINNING at a point on the Southwestern side of South Carolina Road Number 106 at the joint front corner of Lots 4 and 5 and running thence with the Southwestern side of S. C. Road Number 106 S 48-46 E 185 feet to a point; thence following the curvature of the Southwestern intersection of S. C. Road Number 106 with a proposed street (the chord of which is S 2-58 E) 34.8 feet to a point; thence with the Northwestern side of said proposed street S 42-50 W 225 feet to a point at the rear corner of Lot 5; thence N 48-45 W 196.3 feet to a point at the rear corner of Lot 5; thence N 39-45 E 250 feet to a point on the Southwestern side of S. C. Road Number 106 at the point of Beginning.

This mortgage is junior to a mortgage in the amount of \$14,000.00 held by Frank Ulmer Lumber Company, Inc.

Together with all and singular rights, members, herditaments, 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.

*Paid in full and satisfied this the 8th day
of September 1967.*

William R. Timmons Jr.

Witness Betty C. Ambrose

SATISFIED AND CANCELLED OF RECORD

11 DAY OF Sept. 1967

Ollie Farnsworth

R. M. C. FOR GREENVILLE COUNTY, S. C.

AT 4:55 O'CLOCK P. M. NO. 7559