

MORTGAGE OF REAL ESTATE—Mann, Foster, Johnston & Ashmore, Attorneys at Law, Justice Building, Greenville, S. C.

STATE OF SOUTH CAROLINA }  
COUNTY OF Greenville }

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

FILED  
GREENVILLE CO. S. C.  
NOV 29 4 59 PM 1967  
OLLIE FARRIS WERTH  
R. M. C.

WHEREAS,

Hubert Bennett and Frances J. Bennett

(hereinafter referred to as Mortgagor) is well and truly indebted unto

James Cooley

(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 Thousand Six Hundred Thirty and No/100

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Dollars (\$ 1,630.00 ) due and payable

on or before one year after date

with interest thereon from \_\_\_\_\_ date \_\_\_\_\_ at the rate of 7% 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, being known and designated as Lot 43, 44 and 45 of Whispering Pines Subdivision, as shown on plat thereof recorded in the R.M.C. Office for Greenville County in Plat Book PPP, Page 65, and being described together according to said plat as follows:

BEGINNING at an iron pin on the southwestern corner of the intersection of Oak Hill Drive and Edgewood Drive and running thence along Edgewood Drive S. 30-00 E. 266.0 feet to an iron pin in the line of property now or formerly belonging to Ben F. Goss; thence along Goss line N. 46-10 W. 154.2 feet to an iron pin at the joint corner of Lots 42 and 45; thence along the line of Lot 42 N. 30-00 E. 229.1 feet to an iron pin on the southwestern side of Oak Hill Drive; thence along Oak Hill Drive S. 60-00 E. 150.0 feet to the beginning corner.

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.