

OCT 29 2 01 PM '70

BOOK 1171 PAGE 85

STATE OF SOUTH CAROLINA OLLIE FARNSWORTH
COUNTY OF GREENVILLE R. M. C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, we, Walter S. Ray and Louise H. Ray, of Greenville County,
are
(hereinafter referred to as Mortgagor) is well and truly indebted unto Betty Ray 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

Fifteen Thousand and No/100----- Dollars (\$ 15,000.00) due and payable

in monthly instalments of Two Hundred Ninety and No/100 - (\$ 290.00) Dollars each, beginning on the 10th day of November, 1970, and continuing on the 10th day of each and every succeeding calendar month thereafter until the principal debt has been paid in full, said payments to be applied first to interest and then to the principal balance remaining due from month to month,
with interest thereon from date at the rate of six (6) per centum per annum, to be paid: monthly

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 the City of Greenville, on the north side of Sullivan Street and on the west side of Augusta Street, more particularly described as follows:

"BEGINNING at an iron pin 3 x 5 feet north of the 3x of Sullivan Street on the outer edge of the Augusta Street curb line, and running thence parallel with Sullivan Street, 5 feet north thereof, and with the outer curb line of the same, S. 89 W. 105 feet and 4-1/2 inches, more or less, to the corner of property now or formerly owned by George P. Cannon; thence with said Cannon property line, N. 12 W. 60 feet to an iron pin; thence N. 89 E. 103 feet 5 inches, more or less, to an iron pin on the outer curb of Augusta Street, 5 feet west of said street; thence parallel with Augusta Street, 5 feet west thereof, and with the outer curb line of the same, S. 12 E. 60 feet to the beginning corner, subject to the easement of the public in the 5 foot sidewalk on the west side of Augusta Street and the 5 foot sidewalk on the north side of Sullivan Street; being the same conveyed to us by C. O. Strange by deed of even date, to be recorded herewith."

Excepted from this conveyance is a small strip, lying to the rear of the above described lot, which was conveyed by C. O. Strange to Soula May Finlay by deed dated April 28, 1949 and recorded in the R. M. C. Office for Greenville County in Deed Vol. 393 at Page 197.

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.