

FILED
 GREENVILLE CO. S. C. BOOK 1179 PAGE 15
 HORTON, DRAWDY, DILLARD, MARCHBANKS, CHAPMAN & BROWN, P. A., 307 PETTIGRU STREET, GREENVILLE, S. C. 29603
 STATE OF SOUTH CAROLINA } JAN 25 4 40 PM '71
 COUNTY OF GREENVILLE } OLLIE FARNSWORTH
 R. M. C. TO ALL WHOM THESE PRESENTS MAY CONCERN;

MORTGAGE OF REAL ESTATE

WHEREAS, COLIE L. COTHRAN

(hereinafter referred to as Mortgagor) is well and truly indebted unto CAPITAL BANK AND TRUST

(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 Ten Thousand Nine Hundred eighty-nine and No/100--
 Dollars (\$10,989.00) due and payable

in 60 monthly installments in the sum of \$183.15 each, which installments include both principal and interest at the rate of 7% per annum, with the first monthly installment due and payable on the 1st day of MARCH, 1971, and on the same day of each month thereafter until paid in full, maturity with interest thereon from 20/100 at the rate of 8 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 lot of land with the buildings and improvements thereon, situate, on the West side of Cooley Bridge Road (also known as State Highway No. 247), in Dunklin Township, Greenville County, South Carolina, containing one (1) acre, more or less, said lot fronting 150 feet on the West side of Cooley Bridge Road and running back in a westerly direction in parallel lines to a depth of 240 feet, more or less.

This is the same property conveyed to the Mortgagor by deed of Adger Cothran, Dewey Cothran and Emma Lou Cothran.

ALSO all that tract of land with buildings and improvements thereon, situate on the Northwest side of a County road and lies West of Cooley Bridge Road in Dunklin Township, Greenville County, S. C., and containg 14.50 acres, and having according to a survey made by J. Coke Smith & Son on March 10, 1947, recorded in the RMC Office for Greenville County, S. C., in Plat Book Q, page 181, the following metes and bounds, to wit:

BEGINNING at a point at the intersection of two County roads at the Northeast corner of this tract of land, and runs thence S. 18-15 W., 15.04 chains to an iron pin; thence S. 86-10 W., 3.67 chains to an iron pin; thence N. 57-30 W., 14.31 chains to an iron pin; thence N. 71-30 E., 21.65 chains to the beginning corner, said tract being bounded on the North by property now or formerly of Willie Cothran, on the Southwest by property now or formerly of M. F. Cothran and on the East by property now or formerly of Lucille Cox.

This is the same property conveyed to the Mortgagor by deed of M. F. Cothran, dated March 13, 1947, recorded in the RMC Office for Greenville County, S. C., in Deed Book 309, page 53.

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.