

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE, S.C.

AUG. 19 11 31 AM '71

BOOK 1203 PAGE 261

OLLIE FARNSWORTH MORTGAGE OF REAL ESTATE
R. M. C. TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JAMES COOLEY

(hereinafter referred to as Mortgagor) is well and truly indebted unto DAVID I. HOROWITZ

(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 Five Thousand Five Hundred and No/100-----
Dollars (\$ 5,500.00) due and payable

one (1) year from date hereof.

with interest thereon from date at the rate of Eight (8%) per centum per annum, to be paid: ~~semi~~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:

tract

"ALL that certain piece, parcel or ~~part~~ of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the southwestern side of Beach Springs Road, and being shown as Property of James Cooley on plat made by J. D. Calmes, October, 1970, which plat is recorded in the RMC Office for Greenville County in Plat Book _____, Page _____, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a nail and stopper in the center of Beach Springs Road, and running thence through Beach Springs Road, N. 0-20 W. 365 feet to a nail and stopper in the center of Beach Springs Road; thence S. 13-45 W. 622.2 feet to an iron pin; thence S. 70-20 E. 365 feet to an iron pin; thence N. 13-45 E. 622.2 feet to a nail and stopper in the center of Beach Springs Road, the point of beginning, and containing 5.2 acres.

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.

This Mortgage Assigned to: South Carolina National Bank
as Trustee of the estate of Dorothy Helen S. Horowitz
From David I. Horowitz
on 15 day of Sept. 1971. Assignment recorded
in Vol. 1206 of R. E. Mortgages on Page 572
This 15 of Sept. 1971, # 7874