

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

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BOOK 1229 PAGE 331

MORTGAGE OF REAL ESTATE

APR 14 2 41 PM '77

OLLIE FARNSWORTH  
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Dewey T. Cooper

(hereinafter referred to as Mortgagor) is well and truly indebted unto Walter L. Howard and Gladys C. Howard

(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 twenty-six hundred and no/100

Dollars (\$2,600.00) due and payable

at the rate of \$50.00 per month hereafter until paid in full, payments to be applied first to interest and the balance to principal, the first payment to be due May 10, 1972, and the remaining payments to be due on the 10th day of each and every month thereafter until paid in full, with the right to anticipate payment in full at any time,

with interest thereon from date at the rate of six 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, and in Paris Mountain Township, on Layton Drive and being known and designated as Tract No. 1 on plat of Property of C. B. Watkins recorded in Plat Book "WW" at page 203, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin below the south side of Layton Drive and running thence across said Drive, N. 10-30 W. 54 feet to an iron pin; thence N. 19-30 E. 125 feet to an iron pin; thence N. 22-08 W. 30 feet to an iron pin; thence N. 53-53 E. 133 feet to an iron pin; thence S. 38-00 E. 172.5 feet to an iron pin; thence S. 58-15 W. 278 feet to the point of beginning.

This is a purchase money mortgage and the above described real estate is the same conveyed to the mortgagor by the mortgagees this date by deed to be recorded herewith.

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.