

FILED
GREENVILLE CO. S. C.

BOOK 1250 PAGE 489

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

SEP 25 12 08 PM '72

MORTGAGE OF REAL ESTATE

ELIZABETH RIDDLE
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

Richard W. Neely

(hereinafter referred to as Mortgagor) is well and truly indebted unto Ruth H. 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 Eight Thousand Four Hundred and No/100-----

-----Dollars (\$ 8,400.00) due and payable

\$100.00 per month commencing January 1, 1973, and \$100.00 on the 1st day of each and every month thereafter until paid in full,

with interest thereon from date at the rate of eight 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:

those pieces, parcels or lots

"ALL ~~that~~ ~~the~~ ~~premises~~ ~~described~~ ~~in~~ ~~the~~ ~~plat~~ ~~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 Town of Piedmont, lying between Gin Road, Timm Avenue, Oak Hill Drive and East Main Street, and being known and designated as Lot 14, 15, 16, 17, 18, 19, 20 and 21 on Plat of Shady Acres, plat of which is recorded in the RMC Office for Greenville County, in Plat Book 000, pages 76 and 77; and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin in the intersection of Gin Road and Oak Hill Drive at the Southwest corner of Lot 21; and running thence N. 20-47 W. 55.4 feet to an iron pin; thence continuing along Oak Hill Drive N. 02-56 E. 917.5 feet to an iron pin; thence S. 87-04 E. 30.5 feet to an iron pin on Timm Avenue; thence along Timm Avenue S. 4-39 E. 128.3 feet to an iron pin; thence continuing along Timm Avenue S. 10-59 E. 160.2 feet to an iron pin; thence continuing along Timm Avenue S. 4-44 W. 275 feet to an iron pin at the corner of Lot of 16 and 17; thence with the branch as the line S. 9-41 W. 85.7 feet, S. 3-49 E. 85.7 feet, S. 8-22 W. 85.2 feet, S. 1-47 E. 85.3 feet, and S. 2-52 E. 54.5 feet to an iron pin on Gin Road; thence along Gin Road S. 73-37 W. 41.6 feet and S. 42-33 W. 75.3 feet to an iron pin, the point of beginning.

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.