

FEB 23 3 37 PM '77

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

DOMINE S. TANNER SLEY
R.M.C.

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Furman Cooper

hereinafter referred to as Mortgagor) is well and truly indebted unto Frank Ulmer Lumber Co., Inc.

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 **seventy-three hundred and ninety-one and 43/100-----**

-----Dollars (\$ 7,391.43) due and payable
one year from this date, with the right to anticipate payment in full at any time before that date,

with interest thereon from **date** at the rate of **eight** per centum per annum, to be paid: **at maturity**

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**, being a portion of Lot No. 53 and a portion of Lot No. 54 as shown on a plat entitled Section I, Powderhorn, dated July 26, 1973, most recently revised March 1, 1974, prepared by Piedmont Engineers and Architects, recorded in the R. M. C. Office for Greenville County in Plat Book 4X at page 95, and having, according to a more recent plat prepared by Piedmont Engineers, Architects and Planners, dated September 16, 1975, the following metes and bounds, to-wit:

BEGINNING at a point at the joint rear corner of Lot 52 and Lot 53 and running thence S. 61-00 W. 38.5 feet to a point; thence S. 63-22 W. 34.08 feet to a new point in Lot 54; thence along a new line through Lot 54, N. 36-28 W. 166.6 feet to a point on the Southern side of Canebreak Lane; thence along said Street, N. 60-56 E. 60.23 feet and N. 69-25 E. 30.82 feet to point on Canebreak Lane; thence on a new line through Lot No. 53, S. 30-13 E. 162.3 feet to the beginning corner.

This is a second mortgage and junior in lien to that mortgage given by the mortgagor herein to Fidelity Federal Savings and Loan Association in the sum of \$31,200.00, which mortgage is recorded in the R. M. C. Office for Greenville County in Mortgage Book _____ at page _____.



Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of 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 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.

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