

SEP 22 1 37 P '78

BONNIE S. TANKERSLEY
R.H.C.

MORTGAGE

THIS MORTGAGE is made this 21st day of September, 1978, between the Mortgagor, Michael L. Cooley and Sharon L. Cooley (herein "Borrower"), and the Mortgagee, UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF FOUNTAIN INN, a corporation organized and existing under the laws of the United States of America, whose address is 201 Trade Street, Fountain Inn, S.C. 29644 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty-Three Thousand Seven Hundred and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated September 21, 1978 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 1, 2008;

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville State of South Carolina:

ALL that piece, parcel or lot of land in the County of Greenville, State of South Carolina, situate, lying and being on the eastern side of Canebreak Lane and being known and designated as Lot No. 41 on plat entitled "Section 1, POWDERHORN", dated July 26, 1973, most recently revised March 1, 1974, prepared by Piedmont Engineers and Architects, recorded in the RMC Office for Greenville County in Plat Book 4-X at Page 95, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Canebreak Lane at the joint front corner of Lots 40 and 41 and running thence along the joint line of said Lots, S.82-26 E. 140.4 feet to an iron pin at the joint rear corner of said Lots; thence S.10-56 W. 114.8 feet to an iron pin at the joint rear corner of Lots 41 and 42; thence along the joint line of said Lots, N.58-00 W. 160 feet to an iron pin on the eastern side of Canebreak Lane; thence along the eastern side of Canebreak Lane, N.21-29 E. 50 feet to the point of beginning.

THIS is the same property as that conveyed to the Mortgagors herein by deed from Joe W. Hiller recorded in the RMC Office for Greenville County on September 22, 1978.

THE mailing address of the Mortgagee herein is 201 Trade Street, Fountain Inn, South Carolina 29644.

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which has the address of Canebreak Lane Simpsonville, South Carolina 29681 (herein "Property Address");

To HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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