

FILED
GREENVILLE CO. S. C.
Foster & Richardson, Attorneys at Law, Greenville, S. C.

BOOK 1388 PAGE 515

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

EB 3 2 57 PM '77
ONNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

VOL 1459 PAGE 325

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, James H. Young and Betty Y. Lomax

(hereinafter referred to as Mortgagor) is well and truly indebted unto James Cooley

ASSIGNMENT BY THE MORTGAGEE
8% 1459 325
Rem 1459 325
P 25719
AT 3:29
ONNIE S. Tankersley
R.M.C. FOR GREENVILLE COUNTY, S. C.

(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 -----

One Thousand Six Hundred Seventy Seven and 30/100----- Dollars (\$ 1,667.30) due and payable in monthly installments of Twenty and No/100 (\$20.00) Dollars, each, commencing on or before the 1st day of March, 1977, and on the 1st day of each and every month thereafter until paid in full,

with interest thereon from date at the rate of 8% 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 those pieces, parcels or lots of land located in the County of Greenville, State of South Carolina, being known and designated as Lots 34 and 35 on plat entitled Shady Acres, prepared by Webb Mapping and Surveying Co., May 1962, being recorded in the RMC Office for Greenville County, S. C., in Plat Book 000, at Pages 76 and 77 and having according to said plat the following metes and bounds, to-wit:

Beginning at a point on the western side of Oakhill Drive, joint front corner of Lots 33 and 34 and running thence along the joint lines of Lots 33 and 34 N. 87-04 W. 100 feet to a point; thence running N. 02-56 E. 170 feet along the Southern Railroad right-of-way to a point; thence along the line of Lots 35 and 36 S. 87-04 E. 100 feet to a point on Oakhill Drive; thence along Oakhill Drive S. 2-56 W. 170 feet to the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of Jennie H. Bray recorded in the RMC Office for Greenville County in Deed Book 1050 at Page 504, February 3rd, 1977. ALSO: All that piece, parcel or lot of land, situate, lying and being on the west side of Oakhill Drive, in the County of Greenville, State of South Carolina, being known and designated as Lot 36 on a plat of Shady Acres, made by Webb Mapping & Surveying Co., May 1962, recorded in the RMC Office for Greenville County, South Carolina in Plat Book 000, at Pages 76 and 77, LESS, HOWEVER, all that piece, parcel or portion of said Lot 36 heretofore condemned by the South Carolina Highway Department.

This is the same property conveyed to the Mortgagors herein by deed of James Cooley recorded in the RMC Office for Greenville County in Deed Book 1050 at Page 503, February 3rd, 1977.

State of South Carolina } 25719 FOR REM TO THIS ASSIGNMENT SEE BOOK 1388-PAGE 515
County of Greenville } MORTGAGOR: James Cooley to (Virginia B. Mann)

For value received, I, James Cooley, do hereby assign, transfer and set over the within mortgage and the note which it secures, without recourse, this 3/6/79.

Witness: *James R. Mann + Deborah Cooley*
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.

Assignment RECORDED MAR 8 1979 at 3:29 P.M.

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.

The Mortgagor further covenants and agrees as follows:

- (1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.
- (2) That it will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and any other hazards specified by Mortgagee, in an amount not less than the mortgage debt, or in such amounts as may be required by the Mortgagee, and in companies acceptable to it, and that all such policies and renewals thereof shall be held by the Mortgagee, and have attached thereto loss payable clauses in favor of, and in form acceptable to the Mortgagee, and that it will pay all premiums therefor when due; and that it does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does hereby authorize each insurance company concerned to make payment for a loss directly to the Mortgagee, to the extent of the balance owing on the Mortgage debt, whether due or not.

NOT RECORDED
FILED
MAR 8 1979
GREENVILLE CO. S. C.
R.M.C.

2:50 AM
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