

LAW OFFICES OF ~~W. H. LATHAN, FAYSSOUX, SMITH & BARBARE, P.A.~~ GREENVILLE, SOUTH CAROLINA
MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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

WHEREAS, James P. Cooper and Paula T. Cooper

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank and Trust Company

(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 Nine Thousand Five Hundred Eighty Seven and 40/100-----

-----Dollars (\$9,587.40) due and payable

in sixty (60) equal monthly installments of \$159.79 each beginning on December 22, 1980 and continuing each and every month thereafter, until paid in full,

with interest thereon from date at the rate of 16.5% 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, the Mortgagee's heirs, 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, having the following description:

BEGINNING at a point on the West side of Devil's Fork Road (formerly Gap Creek Road) and running S. 68-30 W. 75 feet to a point; thence S. 22-30 W. 528 feet to a stake; thence N. 47-15 W. 595 feet to a point; thence N. 68-30 E. 730 feet to a point on the Devil's Fork Road (formerly Gap Creek Road); thence with said road in a southern direction 150 feet to the beginning corner, being a part of Lot No. 1 on a blue print made by W. P. Morrow, L.S., of the subdivision of the Estate of W. W. Poole.

This being the same property conveyed to the Mortgagors by deed of Betty P. Price of even date to be recorded herewith.

ALSO: ALL that piece, parcel or lot of land lying and being in Cleveland Township, Greenville County, State of South Carolina, having the following metes and bounds, to-wit:

BEGINNING at a point on the Southwest side of Devil's Fork Road (formerly Gap Creek Road) running thence with said road in a Southernly direction 250 feet to a point; thence with line of Barnebey N. 68-30 E. 730 feet to a point in the old line of the Poole property; thence with said line, N. 47-15 W. 255 feet to a point; thence with Cooper line, N. 68-30 E. 890 feet to the Devil's Fork Road, the beginning corner, containing 4.3 acres, more or less.

This being the same property conveyed to the Mortgagors by deed of Betty P. Price of even date to be recorded herewith.

This conveyance is made subject to all restrictions, setback lines, roadways, easements and rights of way, if any, affecting the above described property.

MORTGAGEE'S ADDRESS: P. O. Box 544
Travelers Rest, S. C. 29690

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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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