

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, DONNIE S. TANKERSLEY
MICHAEL JERRY COOLEY and SHIRLEY FAYE M. COOLEY

(hereinafter referred to as Mortgagor) is well and truly indebted unto THE COMMERCIAL BANK, HONEA PATH, SOUTH CAROLINA

(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

TWELVE THOUSAND and No/100ths----- Dollars (\$12,000.00) due and payable

with interest thereon from date at the rate of 16% per centum per annum, to be paid: according to the terms of the note

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 piece, parcel or lot of land together with all buildings and improvements now or hereafter constructed thereon situate, lying and being on the western side of French Road, near Honea Path, in Greenville County, South Carolina, in Dunklin Fire District, being shown and designated as 15 acres on a partial survey for Michael Jerry Cooley and Shirley Faye M. Cooley made by Carolina Surveying Co., dated November 15, 1978, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 6-Y, Page 1, and having according to said Plat the following metes and bound, to-wit:

BEGINNING at a point in the center line of French Road at the joint front corner of property of Jimmy James McCall and running thence with the line of French Road S. 22-25 E. 239.3 feet to a point; thence continuing with the center line of said road S. 13-30 E. 123.3 feet to a point; thence with other property owned by Cooley S. 64-73 W. 1857.1 feet to a point in Mountain Creek; thence with Mountain Creek as the line the traverse line being N. 4-36 W. 180 feet to a point; thence along the line of property owned by Jimmy James and Nyra Jean S. McCall, the following courses and distances: N. 38-11 E. 181.5 feet to a point, N. 50-34 E. 242 feet to a point, N. 50-50 E. 182.4 feet to a point, N. 53-31 E. 256.6 feet to a point, N. 58-11 E. 218.6 feet to a point, N. 67-47 E. 256.2 feet to a point, N. 64-17 E. 154 feet to a point, N. 70-15 E. 187.5 feet to a point, and N. 72-26 E. 192.9 feet to the point of beginning.

The above described property is a portion of the same conveyed to Michael Jerry Cooley and Shirley Faye M. Cooley by deed of James S. McCall dated December 8, 1978, recorded on December 8, 1978 in the RMC Office for Greenville County, South Carolina, in Deed Book 1093, Page 535.

Also included under the terms of this mortgage which the mortgagors agree is a fixture attached to the real estate is one 1967 Commodore Mobile Home measuring 12' x 65', Serial No. 5821311.



Together with all and singular rights, members, herditaments, 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.

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 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.

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