

Aug 27 1 23 PM '69

BOOK 1135 PAGE 253

STATE OF SOUTH CAROLINA

OLLIE FARNSWORTH
R. M. C.

MORTGAGE OF REAL ESTATE

COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, ERSKINE F. COOLEY

(hereinafter referred to as Mortgagor) is well and truly indebted unto FIRST PIEDMONT 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

FOUR THOUSAND THREE HUNDRED AND 00/100 Dollars (\$4,300.00) due and payable \$88.90 per month beginning September 20, 1969 for 60 months

with interest thereon from date at the rate of 4.96 ^{add-on} per centum per annum, to be paid: in above payments

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 in the City of Greenville and being known and designated as Lots No. 38 and 39, Block B of Jefferson Heights according to Plat Book C at Pages 34 and 35 in the R. M. C. Office for Greenville County.

Each lot fronts 25.5 feet with a depth of 87.5 feet

This is the identical property conveyed to me from Dorothy Cooley in Deed Book 549 at Page 90 in the R. M. C. Office for Greenville County.

See Mortgagee's Acknowledgment to this Mortgagee in R. M. C. Book 1145 Page 527.

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