

STATE OF SOUTH CAROLINA
 COUNTY OF Greenville

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Mackey D. Cooper,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Robert Luther Childress, his heirs and assigns forever,

(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 and no/00

at \$1,000.00 Down and the balance of \$3,000.00 due and payable in 36 equal payments monthly. The first payment being due and payable June 1, 1971, and continuing thereafter each month until paid in full. Dollars (\$ 4,000.00) due and payable

with interest thereon from date at the rate of 6% per annum ~~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 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, Greenville Township, being shown on plat of J. Rowley Yown Estate, recorded in the R.M.C. Office for Greenville County in Plat Book J at page 259, and being further designated as Lot No. 46, and having according to said plat the following metes and bounds:

BEGINNING at an iron pin on the northwestern side of Best Drive (formerly Lark Avenue) at front corner of Lot 45 and running thence with line of Lot 45, S. 60-00 W. 190 feet; thence S. 30-55 E. 100 feet to an iron pin; thence N. 60-00 E. 190 feet to an iron pin on the northwestern side of Best Drive; thence N. 30-55 W. 100 feet to the point of beginning.

This being the same property as conveyed to the Mortgagor herein by deed of the Mortgagee this same date to be recorded herewith.

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.

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.