

HORTON, DRAWDY, DILLARD, MARCHEBERRY, CHAPMAN & BROWN, P.A., 307 PETTIGRU STREET, GREENVILLE, S. C. 29603

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

RECORDED
AUG 15 10 53 AM '72
GREENVILLE CO. S. C.
ELIZABETH RIDDLE
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, **PAUL S. GOLDSMITH AS TRUSTEE FOR WILLIAM R. TIMMONS, JR., A. FOSTER MCKISSICK, WALTER W. GOLDSMITH & PAUL S. GOLDSMITH UNDER WRITTEN AGREEMENT DATED JULY 26, 1972**

(hereinafter referred to as Mortgagor) is well and truly indebted unto **NELLE C. COOPER AS EXECUTRIX OF THE ESTATE OF THOMAS B. COOPER, SR., DECEASED**

(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 **Forty-three Thousand Two Hundred and No/100-----**

Dollars (\$ 43,200.00) due and payable

in 7 annual installments in the sum of \$6171.48 on July 26, 1973 and in the sum of \$6171.42 on July 26, 1974, July 26, 1975, July 26, 1976, July 26, 1977, July 26, 1978 and July 26, 1979, plus interest on the deferred or remaining principal balance from time to time due at the rate of 6 1/2% per annum, to be computed and paid annually with interest thereon from date at the rate of 6 1/2 per centum per annum, to be paid: annually

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 tract of land containing 6.21 acres, more or less, situate, lying and being on the Southwestern side of the right of way of U.S. Highway No. 276 in the Town of Mauldin, Austin Township, Greenville County, South Carolina, being shown on a Plat of a Survey for the Thomas B. Cooper Estate made by Carolina Engineering and Surveying Company dated August 21, 1968, and having according to said plat the following metes and bounds, to wit:

BEGINNING at an iron pin on the Southwestern side of the right of way of U.S. Highway No. 276 at the corner of a 200 foot square lot owned by Dallas Griffin and running thence along the line of said property and property owned by Mauldin Plaza, Inc., James E. Dodenhoff and Paul B. Costner, Jr., S. 45-43 W., 549 feet to an iron pin; thence along the line of Pine Valley Estate Subdivision, S. 24-00 E., 9.9 feet to an iron pin; thence continuing along said line, S. 7-05 E., 333 feet to an iron pin; thence N. 61-40 E., 838.2 feet to an iron pin on the right of way of U. S. Highway No. 276; thence along the Southwestern side of the right of way of U. S. Highway No. 276, N. 52-28 W., 97.6 feet to an iron pin; thence continuing along the line of said right of way, N. 52-00 W., 198.2 feet to an iron pin; thence continuing along said right of way, N. 48-00 W., 213 feet to an iron pin, the beginning corner.

The undersigned Mortgagor hereby reserves the right to have the within mortgage and the note which this mortgage secures of even date prepaid, released, satisfied and/or subordinated in accordance with the terms and conditions of that certain Escrow Agreement dated July 26, 1972, between Nelle C. Cooper as Executrix of the Estate of Thomas B. Cooper, Sr., Deceased, as Seller, and Paul S. Goldsmith as Trustee for William R. Timmons, Jr., A. Foster McKissick, Walter W. Goldsmith and Paul S. Goldsmith under written Agreement dated July 26, 1972, as Buyer, and Junius R. Smith, Sr., as Escrow Agent, the terms and conditions of which are incorporated herein by reference and made a part hereof as though fully set forth herein.

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.