

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, **WILLIAM A. COOLEY**

(hereinafter referred to as Mortgagor) is well and truly indebted unto **J. T. STOVER**

(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 **THIRTY ONE THOUSAND, NINE HUNDRED FIFTY AND NO/100---**

----- Dollars (\$31,950.00) due and payable on January 3, 1977 with interest thereon from the date of possession of 401 Pendleton Street, Greenville, S. C. at the rate of 7-1/2 percent per annum to be computed and paid January 3, 1977,

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 those pieces, parcels or lots of land, together with all buildings and improvements thereon, situate, lying and being at the southwestern corner of the intersection of Pendleton Street with Markley Street, in the City of Greenville, County of Greenville, South Carolina, being shown and designated on a plat of the property THE TEXAS COMPANY made by Dalton & Neves, Engrs., dated February 1946, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book B, page 137A, and shown in part on a plat of the property of WALTER S. GRIFFIN, JR., made by Dalton & Neves, Engrs., dated October 1960, recorded in the RMC Office for said County and State, in Plat Book VVV, page 169, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a point on the pavement at the southwestern corner of the intersection of the right of way of Markley Street with Pendleton Street, and running thence with the southern side of Pendleton Street, S. 70-20 W., 102 feet to a point on a wall at the corner of property now or formerly owned by Kalil Howard; thence with the line of the Howard property, S. 17-48 E., 75 feet to a point; thence continuing S. 17-48 E., 24.5 feet to an iron pin at the corner of property now or formerly owned by Eleanor Jordan; thence with the line of said property, N. 73-48 E., 104.75 feet to an iron pin on the right of way of Markley Street; thence with the western side of Markley Street, N. 19-13 W., 30.5 feet to a point; thence continuing with said side of Markley Street, N. 19-13 W., 75 feet to an iron pin, the point of BEGINNING.

The above described property is the same conveyed to the mortgagor herein by deed of J. T. Stover, dated July 2, 1976, to be recorded herewith.



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 the 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.

1371

4328 RV-2