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STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE VOL 1633 PAGE 47
GREENVILLE, S.C.
TO ALL WHOM THESE PRESENTS MAY CONCERN:
MAY 15 2 30 PM '84
JONATHAN W. WENSLEY
R.M.C.

WHEREAS, James S. Cooley

(hereinafter referred to as Mortgagor) is well and truly indebted unto Madge Garrett,
c/o Olin Hunnicutt, 407 Lynhurst Road, Columbia, S.C. 29210

(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

* * Eight Thousand Five Hundred and no/100ths Dollars (\$8,500.00) due and payable
as provided in a promissory note executed simultaneously herewith

as provided in said note
with interest thereon from date of ~~the promissory 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 of lot of land situate, lying and being on the southern side of Rutherford Street in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as the front part of Lot No. 8 and a portion of the front part of Lot No. 7 as shown on plat recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book E at page 219, and more particularly described as follows, to-wit:

BEGINNING at a point on the Southern side of Rutherford Road, joint Corner of Lots Nos. 8 and 9, as shown on said plat, and running thence with Rutherford Road S. 28-30 W. 40.5 feet, more or less, to a point on said road, said point being the center line of a joint wall; thence S. 65-30 E. 67 feet with the center of said joint wall to a point on 20 foot alley; thence N. 20-00 E. 40.7 feet, more or less, with said alley to a point in line of said Lot No. 9; thence with the joint line of Lots Nos. 8 and 9 N. 66-00 W. 60.5 feet to the point of beginning.

ALSO: An undivided right, interest and easement in and to the 20 foot alley or driveway lying immediately back of the premises hereinabove described, and as shown on plat of W. J. Riddle, Surveyor, dated October 16, 1944, with the right, privilege and easement to use a 10 foot alley extending from the west end of alley or driveway hereinabove described along the western side of the rear of said Lot No. 6, across Lots Nos. 86 and 87, and running thence down the Southeast side of Lot No. 88 to South Woodside Circle, said alley to be always kept open for the use of all parties owning property thereon, their heirs and assigns, from said South Woodside Circle to the rear of the premises herein described.

(Continued on back)

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.

(2) That it will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and any other hazards specified by Mortgagee, in an amount not less than the mortgage debt, or in such amounts as may be required by the Mortgagee, and in companies acceptable to it, and that all such policies and renewals thereof shall be held by the Mortgagee, and have attached thereto loss payable clauses in favor of, and in form acceptable to the Mortgagee, and that it will pay all premiums therefor when due; and that it does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does hereby authorize each insurance company concerned to make payment for a loss directly to the Mortgagee, to the extent of the balance owing on the Mortgage debt, whether due or not.

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