

OCT 31 9 49 AM 1967

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MORTGAGE OF REAL ESTATE—Mann, Foster, Johnston & Ashmore, Attorneys at Law, Justice Building, Greenville, S. C.

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

OLLIE FARNSWORTH
MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, David Brooks

(hereinafter referred to as Mortgagor) is well and truly indebted unto James Cooley

(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 Two Thousand Two Hundred Seventy-nine and 20/100 -----

-----Dollars (\$ 2,279.20) due and payable
as follows: \$8.80 on the 1st day of November, 1967, and an equal amount on the 1st day of each month thereafter, except that when the first mortgage is paid off, the payments shall then automatically increase to \$80.00 per month, beginning on the 1st day of the month following payment in full of the first mortgage, payments will be applied first to interest and then to principal, borrower reserving full prepayment privilege.
with interest thereon from date at the rate of 6 1/2% per centum 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, Grove Township, consisting of 1.97 acres and, according to a plat by Piedmont Engineering Service, dated March 10, 1949, having the following metes and bounds, to-wit:

BEGINNING at a point in the center of the Piedmont-Moonville Road, joint corner of W. E. Mitchell property, thence running N. 59-01 E. 104.7 feet; thence S. 34-35 E. 502.3 feet along the Hughey and Payne lines; thence S. 30-03 W. 220.7 feet to Mitchell corner; thence N. 25-33 W. 612.9 feet along the Hughey and Mitchell line to the center of the road, the beginning point.

This is a second mortgage.

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.

Satisfied and cancelled this 19th day of February 1968.
James Cooley
witness James R. Mann

SATISFIED AND CANCELLED OF RECORD
20 DAY OF Feb. 1968
Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 10:02 O'CLOCK A. M. NO. 21959