

OCT 16 2 51 PM '69
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

OLLIE FARNSWORTH
R. M. C.

BOOK 1139 PAGE 529

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, James Cooley

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

James A. Harris

(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 Seventeen Thousand and No/100-----

----- Dollars (\$ 17,000.00) due and payable

Due and payable six (6) months from date

with interest thereon from date at the rate of seven per centum per annum, to be paid: semi-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 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, being known and designated as Lot 36 of a Portion of Heathwilde as shown on plat thereof prepared by Campbell & Clarkson, Surveyors, May 23, 1968, and recorded in the R. M. C. Office for Greenville County in Plat Book WWW at Page 18 and having, according to said plat, the following metes and bounds, to-wit:

"BEGINNING at an iron pin on the southern side of Canterbury Road, joint front corner of Lots 35 and 36 and running thence along the southern side of Canterbury Road, S. 76-56 W. 48.4 feet to an iron pin; thence continuing along the southern side of said road, S. 80-36 W. 101.5 feet to an iron pin; thence continuing along the southern side of said road, S. 83-46 W. 100 feet to an iron pin at the corner of Lot 37; thence along the line of that lot, S. 15-19 E. 207.5 feet to an iron pin, joint corner of Lots 34, 36, 37 and 38; thence along a rear line of Lot 34, N. 60-06 E. 172.45 feet to an iron pin at the joint rear corner of Lots 34, 35 and 36; thence along a line of Lot 35, N. 15-32 E. 158.3 feet to the beginning corner;

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.

Paid in full, satisfied and cancelled, this the 6th day of November 1970.