

MORTGAGE OF REAL ESTATE prepared by E. Randolph Stone, Attorney at Law, 124 Broadus Avenue, Greenville, S.C. 29601

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

GREENVILLE CO. S. C.

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MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:
DONNIE S. TANKERSLEY

WHEREAS, we, Jimmy Mitchell Cooley and Geraline Elizabeth Cooley

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

(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 Four Thousand One hundred and no/100 ----- Dollars (\$ 4,100.00) due and payable as follows:

\$56.00 on the last day of June, 1979 and \$56.00 on the last day of each and every month, until the entire amount has been paid. Payment to be applied first to the interest and then to the principal.

with interest thereon from date at the rate of 7 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 heirs, successors and assigns:

ALL that piece parcel or lot of land situate, lying and being in Greenville County, South Carolina, South of Lickville Road, containing 4.62 acres, more or less, according to a plat of "Property of Cecil Holliday" dated May 2, 1979 and recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 7F at page 68 , and having according to said plat the following metes and bounds:

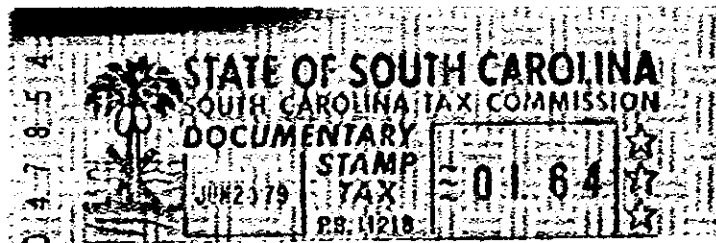
BEGINNING at a nail and cap in the center of Lickville Rd. and running thence along the center of said road, N. 73-09 E., 20.08 feet to an old nail and cap; thence along a line of Ellis Burgess, S. 10-36 E., 317.77 feet to a stone and old iron pin; thence continuing along a line of Ellis Burgess, N. 83-12 E., 490.61 feet to an old iron pin; thence along a line of property of Myrtle B. Court, S. 8-24 W., 534.76 feet to a new iron pin; thence along the line of property of Cecil Holliday, N. 74-45 W., 372.80 feet to a new iron pin; thence along the line of property of Cecil Holliday N. 10-35 W., 691.28 feet to the beginning corner and being a portion of the same property conveyed by E. Inman, Master, to Cecil Holliday by a Deed dated November 17, 1951 and recorded in the R.M.C. Office for Greenville County, South Carolina on November 17, 1951 in Deed Book 446 at page 117.

This property is subject to existing easements, restrictions and rights-of-way upon or affecting said property.

The mailing address of Jimmy Mitchell Cooley and Geraline Elizabeth Cooley is Route #3, Box 207, Belton, South Carolina, 29627

And being the same property conveyed by Cecil Holliday to Jimmy Mitchell Cooley and Geraline Elizabeth Cooley by a deed dated this date and recorded herewith.

The mailing address of Cecil Holliday is Route 3, Belton, South Carolina Box 91.



Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and 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 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.

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