

MORTGAGE - INDIVIDUAL FORM - O'NEILL, R. S. & MITCHELL, P.A., GREENVILLE, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MAR 30 10 39 AM '81
DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, MICHAEL F. TALLEY

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

W. A. 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 Twenty-eight Thousand Eight Hundred Seventy-five Thousand and no/100ths ----- Dollars (\$28,875.00) due and payable

as set forth in said note,

with interest thereon from date at the rate of 12 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:

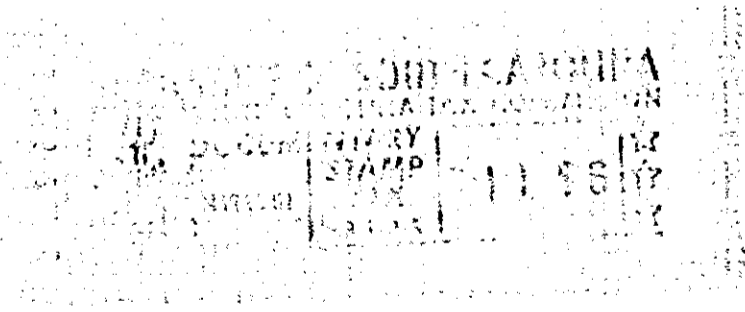
ALL that piece, parcel or lot of land, with all buildings and improvements, situate, lying and being on the northern side of Green Avenue, in the City of Greenville, Greenville County, South Carolina, being shown and designated as Lot No. 2 on a plat of the PROPERTY OF EMMIE MCGEE, ET AL, made by R. E. Dalton, Engineer, dated February, 1919, recorded in the RMC Office for Greenville County, S. C. in Plat Book E, page 265, and being more fully described as follows:

BEGINNING at an iron pin on the western side of Green Avenue, said iron pin being located 144.95 feet from the southwestern corner of the intersection of Green Avenue with Vardry Street, and running thence with Green Avenue, S. 28-42 W., 61.05 feet to an iron pin; thence N. 62-11 W., 141.3 feet to an iron pin; thence N. 28-13 E., 59.5 feet to an iron pin; thence S. 62-45 W., 141.8 feet to the point of beginning.

The above property is the same conveyed to the Mortgagor by the Mortgagee by deed to be recorded simultaneously herewith.

If the property or an interest herein is sold or transferred by Mortgagor without Mortgagee's prior written consent, except for a transfer or devise or operation of law upon the death of the death of the Mortgagor, but including the creation of a lien or an encumbrance subordinate to this mortgage or the grant of a leasehold interest containing an option to Mortgagee may, at his option, declare all sums secured by this mortgage to be immediately due and payable. Mortgagee shall have waived such option to accelerate if prior to such sale or transfer Mortgagor or the person to whom the property is to be sold or transferred reached an agreement in writing that the credit of such person is satisfactory to Mortgagee.

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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.

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.

