

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

} RECORDED

FILED
CO. S. C.

MORTGAGE OF REAL ESTATE

BOOK 1543 PAGE 413

JUN 5 2 21 PM '81

TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONN H. BENTON

Woodrow Benton, Jr. and Shirley S. Benton

WHEREAS,

(hereinafter referred to as Mortgagor) is well and truly indebted unto J. H. Cooper and Mary B. Cooper

(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

Eighty thousand and no/00 ----- Dollars (\$ 80,000.00) due and payable

In 120 monthly payments, the first payment being due July 1, 1981, and each subsequent payment due on the 1st day of each month; the payments for the first year being \$1,057.21 each month, and the payments for the second thru tenth years being \$1,147.77 each month; the mortgagor shall have the right to prepay at any time without penalty;

with interest thereon from date at the rate of ten per centum per annum, to be paid for the first year; and with interest thereon from date at the rate of 12.0% to be paid for the 2nd thru 10th years.

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, O'neal Township, containing 10.9 acres, more or less, and being shown on surveys for M. I. and A. W. Willis, dated July 28, 1965 and November 17, 1965 by J. Q. Bruce and being more particularly described as follows:

BEGINNING at an iron pin on the property of mortgagor and running thence N. 15-00 E., 680 feet to an old iron pin; thence N. 66-00 W., 522 feet to an old iron pin at a branch; running thence down and with the meanderings of the branch as the line the following tie lines: S. 83-40 W., 54.8 feet, S. 18-25 W., 66 feet; S. 48-20 W., 113 feet; S. 10-30 W., 135 feet; S. 43-30 W., 171 feet; S. 1-50 E., 323 feet; S. 75-55 E., 609 feet to the point of BEGINNING.

ALSO: ALL that other lot of land containing 5 acres adjoining the above tract and having the following metes and bounds:

BEGINNING at an iron pipe, corner of lands of J. W. Dill, Dr. M.L. Lanford and Henry I. Willis and Amilee E. Willis and running thence N. 15-00 E., 617 feet to an iron pipe and flint stone; thence N. 66-00 W., 345 feet to an iron pipe; thence with a new line S. 15-00 W., 680 feet to an iron pipe on Dr. M.L. Lanford's line; thence S. 75-55 E., 335 feet to the beginning corner.

ALSO: ALL that certain piece, parcel or lot of land in O'neal Township, State and County aforesaid, lying along property line between land of Maggie Cantrell and John Dill lands from mortgagor's property to a county road that crosses the Old Rutherford Road, about a mile north of Highway No. 415, to be used as an access road to grantors' property and having the following metes and bounds, to-wit:

The right of way for the road is 14 feet, the east right of way line for road is four feet from John W. Dill's property line and the west right of way is eighteen feet from John W. Dill's property line, the bearings and distances along center line of road as follows: Beginning at a stake 11 feet from stone and iron pin on Claude Heath's property line and running thence N. 14-30 E., 562 feet to bend in road; thence N. 68-00 E., 122 feet to center of county road and contains 0.25 acre, more or less.

This is the identical property conveyed to the mortgagor by deed of J. H. Cooper and Mary B. Cooper, to be recorded of even date herewith.

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

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RECORDED
DOCUMENTARY
\$32.00

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