

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S.C.
JUL 31 4 27 PM '81
DONNIE S. TANKERSLEY
R.M.C.

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 TOM GIBBS

(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 THOUSAND AND NO/100-----

----- Dollars (\$ 20,000.00) due and payable

pursuant to the terms of note of even date.

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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, on the eastern side of Washington Avenue and being known as a portion of Lot No. 2 on a plat of the Property of W. D. McBrayer, dated January, 1935, prepared by Dalton & Neves, recorded in the R.M.C. Office for Greenville County in Plat Book J at Page 37, and having the following metes and bounds, to wit:

BEGINNING at an iron pin on the eastern side of Washington Avenue at the joint front corner of Lots Nos. 2 and 17 and running thence with Lot No. 17, N. 38-04 E. 255.4 feet to an iron pin at the joint rear corner of Lot No. 1 and 2; thence with Lot No. 1, N. 47-20 W. 54 feet to an iron pin; thence in a southwesterly direction 223 feet to an iron pin on the eastern side of Washington Avenue; thence with said Washington Avenue, S. 26-26 E. 86 feet to the point of beginning.

ALSO, ALL that certain piece, parcel or strip of land located in the County of Greenville, State of South Carolina, and being more fully described according to a plat entitled "Survey for James Cooley and Paul J. Foster, Jr.", made by Carolina Surveying Company, 12 Jan. 1978, rev. 21 Feb. 1978, as follows:

BEGINNING at a point at the joint rear corner of property belonging to Family Federal Savings and Loan Association, Marie J. Cobb and J. B. Holcombe, and running thence S. 44-52 W. 62.3 feet to a point; thence running N. 52-54 W. 3.25 feet to a point; thence running N. 43-29 E. 62.4 feet to a point; thence running S. 47-20 E. 4.8 feet to the point of beginning.

This is the same property conveyed to Mortgagor by deed of even date.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP TAX
JUL 31 1981
\$ 08.00
R. B. HARRIS

400 8 29011801

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 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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