

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

FEB 26 2:59 PM MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, we, Hugh B. Cooper and Sue C. Willis,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Stuart W. Rabb

(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 Five Hundred** - - - - -
Dollars (\$17,500.00) due and payable
 as follows: \$ 3,500.00 on March 1, 1970 and \$3,500.00 on the first day of each
 March, each year, thereafter until paid in full

with interest thereon from date at the rate of **6** per centum per annum, to be paid: 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, and in the town of Fountain Inn, with the following metes and bounds, to-wit:

BEGINNING at an iron pin in the Southeast side of a public street, Case Street, said street leading from Wall Street to the old site of Case Sawmill, said iron pin being at the Northeast corner of the lot of land owned by C. D. Case, formerly the Cannon land; and running thence along the Southeast side of said street N. 52-30 E. 172.93 feet to an iron pin near power line pole, said pin measuring a distance along the same course of 234.9 feet to the center line of main tract of the Seaboard-Coast Line Railroad, formerly C. and W. C. Railroad, joint corner with land of C. Y. Garrett; thence along the Southwest side of an alley S. 40-31 E. 373.7 feet to an iron pin in ditch, in line of land formerly belonging to Cecil Sims; thence with the said ditch on line of Sims land S. 41-24 W. 196.2 feet to an iron pin, joint back corner of Sims and Case lot; thence with the Case line, formerly Cannon, N. 37-30 W. 411 feet to an iron pin, the point of beginning,

Reference being made to a plat prepared by C. O. Riddle, Surveyor, on May 8, 1968, entitled "Property of Stuart W. Rabb",

This being the same property conveyed to the Mortgagors herein by deed of the Mortgagee, said deed of even date, to be recorded herewith,

There being situate hereon two large warehouses, one of 5,000 square feet floor-space; and the other, 7,000 square feet.

This is a purchase money mortgage and is given to secure the balance of the purchase money thereof.

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.