LAW OFFICES OF LATHAN, FAYSSOUX, SMITH & BARBARE, P.A., GREENVILLE, SOUTH CAROLINA AMOUNT FINANCED - \$20,090.4811 ED

₹ 00.**\$.0**. MORTCAGE OF REAL ESTATEGREEN'S

.....1537 ns:354 MORTGAGE OF REAL ESTATE TO ALL WHOM THESE PRESENTS MAY CONCERN:

STATE OF SOUTH CAROLINA AFE & 3 01 PH '81 COUNTY OF GREENVILLE TANKERSLEY

WHEREAS, Lloyd David Cooley, Jr.

(hereinafter referred to as Mortgogor) is well and truly indebted unto Termplan Inc. of South Carolina

(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 Forty three thousand five hundred and 27/100-.....Dollars (\$ 43,500.27) due and payable

according to the terms thereof, said note being incorporated herein by reference

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 sams for which the Mortgagor may be indebted to the Mortgagor at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold Mortgagoe at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold mortgagoe at and by these presents does grant, bargain, sell and release unto the Mortgagoe, the Mortgagoe's heirs, successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, hing and being in the State of South Carolina, County of Greenville, on the northern side of Rockvale Drive and being known and designated as Lot No. 8 of a subdivision of the Property T. T. Thomas and Jenny E. Thomas as shown on a plat prepared by Jones and Sutherland Engineers, March 15, 1959 and recorded in the RMC Office for Greenville County in Plat Book 00 at page 409 and having such metes and bounds as shown thereon, reference to said plat being made for a more complete description.

This is the same property conveyed to the mortgagor by deed of G & L Builders, Inc. recorded in the RMC Office for Greenville County in Deed Book 1023 at page 917 on September 10, 1975.

This is a second mortgage, junior in lien to that certain mortgage given by Lloyd David Cooley, Jr. to First Federal Savings and Loan Association being recorded in the RMC Office for Greenville County on September 10, 1975 in Mortgage Book 1348 at page 301.

The mortgagee's address is: PO Box 6521, Station B, Greenville, SC 29606

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 is 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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

A0.6