STATE OF SOUTH CAROLINA GREENVILLE CO. S. O.

STATE OF SOUTH CAROLINA GREENVILLE FEB 5 12 38 PH 70

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FEB 5 12 38 PH '70 MORTGAGE OF REAL ESTATE

OLLIE FARNSWOATHWHOM THESE PRESENTS MAY CONCERN:

WHEREAS. JAMES COOLEY

(hereinafter referred to as Mortgagor) is well and truly indebted unto JAMES A. HARRIS

(hereinafter referred to as Mortgages) 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 Nine Hundred Forty-Eight and 54/100-----

six (6) months from date

with interest thereon from date at the rate of Eight(8) per centum per annum, to be paid: Seini-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 rums for which the Mortgagor may be indebted to the Mortgages at any time for advances made to or for his account by the Mortgages, and also in consideration of the further sum of Three Dollars (3.00) to the Mortgager in hand well and truly paid by the Mortgages 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 Mortgages, its successors and easigns:

"ALL the certain place, 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, near the City of Greenville, being known and designated as Lot 6, Plat of Shady Acres, which plat is recorded in Plat Book OCO, Pages 76 and 77; said lot having a frontage of 110.8 feet on the easterly side of Timm Avenue, a depth of 100 feet on the north, a depth of 104.1 feet on the south and 81.2 feet across the rear.

Together with all and singular rights, members, harditaments, and apportenances to the same belonging in any way incident or appartaining, and of all the rents, issues, and profits which may arise or be had thereform, and including all heating, plumbing, and lighting tixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such tixtures and equipment, other than the usual household (untilure, be considered a part of the real state).

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 selsed of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumbes 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 therefore.