

SEP 9 2 19 PM '70

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HORTON, DRAWDY, DILLARD, OLIVE FARNSWORTH & BROWN, P. A., 307 PETTIGRU STREET, GREENVILLE, S. C., 29603
STATE OF SOUTH CAROLINA } R. M. C.
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Marvin A. Mills

(hereinafter referred to as Mortgagor) is well and truly indebted unto

Horace W. Cooper and Elmina 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

Thirty Thousand and 00/100 (\$30,000.00) ----- Dollars (\$) due and payable

as per the terms of promissory note .

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 piece, parcel or lot of land, together with buildings and improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina, in Austin Township on the waters of the Horse Pen Creek containing approximately 78.3 acres and being bound now or formerly by the land of B. W. Burdette and others on the South, and on the West by a county road, and bounded on the North by land of M. L. Mehaffey and on the East by Horse Pen Creek. This is the remaining portion of a larger tract conveyed to Horace W. Cooper and Elmina Cooper by J. B. League by deed recorded in the R. M. C. Office for Greenville County, South Carolina in Deed Book 508, page 434.

This is the property conveyed by the mortgagees to the mortgagor by deed of even date hereof to be recorded in the RMC Office for Greenville County, South Carolina and this mortgage is given to secure a portion of the purchase price.

Together with all and singular rights, members, herditaments, 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.