

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

BOOK 1212 PAGE 269

GREENVILLE, S. C. MORTGAGE OF REAL ESTATE

Nov 3 4 40 PM '71

TO WHOM THESE PRESENTS MAY CONCERN:

OLLIE FARNSWORTH

WHEREAS, We, Richard Gene Cunningham and Sherie Lyday Cunningham

(hereinafter referred to as Mortgagor) is well and truly indebted unto George L. Coleman and George L. Coleman, Jr.

(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 Four Thousand and No/100-----
-----Dollars (\$ 4,000.00) due and payable

\$79.21 the 1st day of November, 1971 and \$79.21 on the 1st day of each month thereafter until paid in full.

with interest thereon from date at the rate of seven (7%) per centum per annum, to be paid: monthly

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 City of Greenville, South Carolina~~ on Coleman Park Drive in Travelers Rest, County of Greenville, State of South Carolina and having according to a recent survey of the property of George L. Coleman and George L. Coleman, Jr., dated September 20, 1971, the following metes and bounds, to-wit:

Beginning at an iron pin on the Northerly side of Coleman Park Drive which iron pin is 260 feet, more or less from the intersection of Coleman Park Drive with Tubbs Mountain Road and running thence N. 7-07 W. 208.3 feet to an iron pin at the corner of the Spearman property; thence S. 88-45 E. 190.0 feet to an iron pin; thence S. 7-45 E. 150.0 feet to a point; thence S. 36-42 W. 35.7 feet to a point; thence S. 81-10 W. 165.0 feet to an iron pin, the point of beginning.

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.