

REGULATION NO. 22
COMPLIED WITH
MORTGAGE OF REAL ESTATE - Mann, Foster, Ashmore & Brissey, Attorneys at Law, Justice Building, Greenville, S. C.

BOOK 1278 PAGE 892

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C. MORTGAGE OF REAL ESTATE

MAY 29 1 40 PM '65

ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. TANKERSLEY
R.M.C.

WHEREAS, we, James R. Mann and Virginia B. Mann

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

(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 -----

Seventy-five Thousand and No/100----- Dollars (\$75,000.00) due and payable

six months after date,

with interest thereon from date at the rate of eight (8%) per centum per annum, to be paid: at maturity

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~~

ALL those pieces, parcels or tracts of land in Chick Springs Township, Greenville County, State of South Carolina, situate, lying and being on the northern side of U. S. Super Highway No. 29 and being shown and designated as a 3.25 acre tract and a 0.84 acre tract on plat of property of W. A. Monk made by H. S. Brockman, R.L.S., dated May 14, 1962, and having, according to said plat, the following metes and bounds, to-wit:

3.25 ACRES: BEGINNING at a nail in St. Mark Road at its intersection with U. S. Super Highway No. 29 and running thence along St. Mark Road N. 32-58 W. 217.9 feet to a nail at the corner of property now or formerly belonging to Mullinax; thence along Mullinax line S. 82-45 W. 460 feet to an iron pin; thence S. 5-12 E. 343 feet to an iron pin on the northern side of U. S. Super Highway No. 29; thence along the northern side of U. S. Super Highway No. 29 N. 68-00 E. 586 feet to the beginning corner.

0.84 ACRES: BEGINNING at an iron pin on the northern side of U. S. Super Highway No. 29 at the corner of property now or formerly belonging to Fred J. Bishop and at the corner of the 3.25 acre tract hereinabove described and running thence along Bishop line S. 83-38 W. 283.5 feet to an iron pin; thence still with Bishop line N. 42-18 E. 385.8 feet to an iron pin in the line of the 3.25 acre tract hereinabove described; thence S. 5-12 E. 255.5 feet to the beginning corner.

The above property is the same conveyed to Virginia B. Mann by W. A. Monk by deed dated July 15, 1964, and recorded in the R.M.C. Office for Greenville County, S. C., in deed Book 753, at page 120.

ALSO: ALL that piece, parcel or lot of land in Chick Springs Township, Greenville County, State of South Carolina, situate, lying and being on the northeastern side of Raines Avenue containing 8 acres, more or less, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin at the corner of "B" Street and Raines Avenue, and running thence along "B" Street N. 46-1/2 E. 230 feet to an iron pin; thence still along "B" Street 1-1/2 E. 255 feet to an iron pin; thence N. 42 W. 200 feet to an iron pin; thence N. 28 W. 700 feet to an iron on "A" Street; thence along "A" Street S. 42-1/2 W. 420 feet to an iron pin at the corner of "A" Street and Raines Avenue; thence along Raines Avenue S. 28 E. 700 feet to an iron pin; thence still along Raines Avenue S. 42 E. 360 feet to the beginning corner. LESS, HOWEVER, two lots heretofore conveyed by deeds recorded in the R.M.C. Office in Deed Book 219 at page 284 and Deed Book 243, at page 286.

The above is the same property conveyed to James R. Mann by deed recorded in the R.M.C. Office for Greenville County in Deed Book 480, at page 212.

Description continued on attached sheet-----

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 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.