MORTGAGE OF REAL ESTATE-Form Prepared by Haynsworth, Perry, Bryant, Marion & Johnstone, Attorneys at Law, Greenville, S. C.

GREENVILLE CO. S. C.

The State of South Carolina, UCT 21 4 15 PH 378

County of GREENVILLE DONNIE S. TANKERSHEY
R.H.C.

3

800x 1381 PAGE 42

Ö

31

O.

O

To All Whom These Presents May Concern: J. HENRY BAILEY and ELIZABETH BAILEY

On SEND GREETING:

Whereas, we , the said J. HENRY BAILEY and ELIZABETH BAILEY
in and by our certain promissory note in writing, of even date with these
presents, are well and truly indebted to MALCOLM M. MANNING

in the full and just sum of NINE THOUSAND EIGHT HUNDRED TWENTY AND NO/100 DOLLARS (\$9,820.00), to be paid in equal monthly installments in accordance with the terms of said note

, with interest thereon from July 15, 1976

at the rate of 7% per centum per annum, to be computed and paid monthly

until paid in full; all interest not paid when due to bear interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, then the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, who may sue thereon and foreclose this mortgage; and in case said note, after its maturity, should be placed in the hands of an attorney for suit or collection, or if, before its maturity, it should be deemed by the holder thereof necessary for the protection of his or its interests to place, and the holder should place, the said note or this mortgage, in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses, including 10 per cent. of the indebtedness as attorney's fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW KNOW ALL MEN, That we, the said J. HENRY BAILEY and ELIZABETH BAILEY, in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said

MALCOLM M. MANNING according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to us, the said J. HENRY BAILEY and

ELIZABETH BAILEY , in hand well and truly paid by the said MALCOLM M. MANNING

at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these Presents do grant, bargain, sell and release unto the said MALCOLM M. MANNING, his heirs 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 Greenville, as shown on "Plat for J. Henry and Elizabeth Bailey", said Plat being recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 57 Page 92, and having according to said Plat the following metes and bounds, to-wit:

BEGINNING at an iron pin, said iron pin being the joint corner of land herein conveyed and property now or formerly owned by Rucker, and proceeding thence with a branch as the line the following courses and distances: N 73-50 W 350 feet, N 75-37 W 298.2 feet; thence S 87-55 W 142 feet to iron pin; thence leaving said branch and running

(continued)