

FILED
GREENVILLE CO. S. C.
FEB 8 11 45 AM 1967
OLLIE F. FENNORTH
R. M. C.

MORTGAGE OF REAL ESTATE - Mann, Foster, Johnson & Ashmore, Attorneys at Law, Justice Building, Greenville, S. C.
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Virginia B. Mann

(hereinafter referred to as Mortgagor) is well and truly indebted unto NANCY G. BROWN,

(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 Nine Thousand Three Hundred Fifty-nine and 82/100 -----

Dollars (\$ 9,359.82) due and payable

\$100.00 on the 4th day of each month commencing March 4, 1967, together with an additional \$1,000.00 on the 4th day of February of each year; payments to be applied first to interest, balance to principal; balance due five years after date, with the privilege to anticipate payment of any amount at any time,

with interest thereon from date at the rate of six (6) 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:

TRACT NO. 1

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, on Buncombe Road and Terry Creek, and having the following metes and bounds, to-wit:

BEGINNING at a point in the center of Terry Creek at the northern edge of the right-of-way of Buncombe Road (U. S. Highway #25) and running thence with the center of Terry Creek as the line, the chord being N. 34 W. 31.30 chains to a stake; thence N. 42 E. 6.75 chains to a stone; thence N. 85 E. 38.8 chains to a sourwood; thence S. 9 W. 5 chains to a red oak; thence S. 69 W. 5.5 chains to a chestnut; thence S. 30 3/4 W. 6.16 chains to a stake; thence S. 14 W. 3.45 chains to a pine; thence S. 44 W. 6.30 chains to a red oak; thence 58 W. 1.50 chains to a stake; thence S. 2 1/4 E. 6.35 chains to a stake in Old Greenville and Asheville Road; thence S. 43 1/2 W. 1.40 chains to a stake; thence S. 22 W. 2.84 chains to a stake; thence 33 1/4 W. 3.75 chains to a stake in the right-of-way of Buncombe Road; thence along said right-of-way S. 62 1/4 W. 5.32 chains to the beginning corner, and containing 78.65 acres, more or less.

TRACT NO. 2

ALL THAT CERTAIN piece, parcel or tract of land in Saluda Township, Greenville County, State of South Carolina, on Terry Creek, containing 96 acres, more or less, and being bounded by lands now or formerly belonging to Oscar Hodges, Haber Bright and Neilson, and being part of a 221 acre tract of land which was conveyed to R. L. Barnett by W. H. Barton.

LESS, HOWEVER, two lots heretofore sold and conveyed by the mortgagee herein from the above described acreage, one being 2.42 acres sold to Brookshire and the other being 2.35 acres sold to Young. See deed Book 519, Page 264, and Deed Book Page , by even date herewith recorded.

With the exception of the 2.42 acres sold to Brookshire and the 2.35 acres sold to Young, the above described property is the same conveyed to the mortgagee herein by D. W. Patterson and May Patterson by deed dated January 3, 1945, recorded in the RMC Office for Greenville County in Deed Book 270, Page 412, and Tract No. 1, hereinabove described, also includes a tract of two acres, more or less, known as the Terry Creek School site which was conveyed to the mortgagee by Bertha B. Barnett by deed dated February 24, 1955, recorded in the RMC Office for Greenville County, in Deed Book 519, Page 264.

The above described property is the same conveyed to the mortgagor herein by the mortgagee herein by deed of even date herewith to be recorded, and this mortgage is given to secure payment of a portion of the purchase price.

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

Handwritten note on right margin: The original is in R.M.C. Book 1049, Page 557

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 19 PAGE 334

SATISFIED AND CANCELLED OF RECORD
9 DAY OF February 1967
Dennie S. Tankersley
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 10:00 O'CLOCK P. M. NO. 372