## JUN 28 3 45 PM 1968

MORTGAGE OF REAL ESTATE-Mann, Foster,

Johnston & Ashmore, Attorneys at Law, Justice Building, Greenville, S. C.

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BOOK 1096 PAGE 275

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, J. FRANK CHANDLER.

(hereinafter referred to as Mortgagor) is well and truly indebted unto James R. Mann

(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 00/100------

\$1,000.00 annually with the first annual payment due on the day of June, 1969, with right granted to anticipate payment without penalty.

with interest thereon from

date

at the rate of

per centum per annum, to be paid: annually

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:

6%

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:

"Abb that-certain-piece, parcel or-lot-of hand, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the state of South Carolina, County of

All that certain parcel or tract of land containing 70 acres, more or less, situated on the east side of Middle Tyger River about nine miles northward from the City of Greer, 45 acres of which are located in Campobello Township of Spartanburg County, and 25 acres of which are located in Highland Township of Greenville County, and having courses and distances according to survey and plat by J. H. Atkins, Surveyor, dated May 7, 1934, recorded in Plat Book 43, page 109, R.M.C. Office for Spartanburg County, as follows, to-wit:

BEGINNING on a stone, corner with other lands of Nodine, V.C. Lyda and Cal Allen, and runs thence S. 48-26 W. 1661 feet to a stone; thence S. 84-46 W. 898 feet to a point in the center of Middle Tyger River; thence up and with the center of said river the following courses and distances: N. 16-52 W. 600 feet, N. 30-50 W. 258 feet, N. 19-34 W. 255 feet, N. 9-18 W. 290 feet, N. 32-50 E. 166½ feet, N. 31-32 E. 259 feet, N. 7-20 W. 131 feet, N. 37-45 E. 87 feet and N. 15-25 W. 109½ feet to a stake; thence S. 70 E. 2483 feet to the beginning.

ALSO, ALL that other parcel or tract of land in Highland Township, of Greenville County, County and State aforesaid, adjoining the above described tract and lying north therefrom, having the following courses and distances:

BEGINNING at a stake on the east bank of said river at N. J. Fisher corner, and runs thence S. 52-53 E. 24.50 chains to stone on south side of Spencers Creek in N. J. Fisher's line; thence S. 44-15 W. 5.08 chains to a stone; thence S. 63-00 E. 8.34 chains to stone; thence S. 31-30 E. 4.96 chains to stone; thence N. 71-30 W. 12.88 chains to a stake on east bank of Middle Tyger River; thence up and with the meanders of said river as the line about 28.00 chains to the beginning corner, containing 25 acres, more or less.

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 herei... The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

April and faelly protestant and leavestile. The 27281

SATISFIED AND CANCELLED OF RECORD

15 DAY OF July 1961

Witness June 15. Whater Hills Francisco 15. 11.

M. M. C. FOR GREENVILLE COUNTY, S. C.

AT 1:25 O'CLOCK # M. NO. 1117