

Adair M. Tedards, Jr.  
Vivian M. Smith, etc.  
STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
GREENVILLE CO. S.C.  
APR 30 9 39 AM '79  
DONNIE S. TANKERSLEY MORTGAGE OF REAL ESTATE  
R.M.C. TO ALL WHOM THESE PRESENTS MAY CONCERN:

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WHEREAS, Cynthia C. Manning  
(hereinafter referred to as Mortgagor) is well and truly indebted unto Vivian M. Smith

(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 **FIFTEEN HUNDRED TWENTY-FIVE and NO/100** -----  
-----Dollars (\$1525.00) due and payable  
upon sale of the below described premises

~~without interest~~ without interest ~~at the rate of~~

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 Greenville, and being an undivided one-half interest therein, said property being more particularly described as being on the north side of New Gap Creek Road, containing approximately 5.05 acres (partially exclusive of highway right-of-way), beginning at a point in the center of the New Gap Creek Road, said point being the most Southwesterly joint corner of this tract and a tract previously owned by the Estate of Mary Frances Johnson Bailey Myers and conveyed by her Estate to Cynthia C. Manning, and running thence N. 28-45 W. 391.5 feet to an iron pin; thence N. 33-30 E. 404 feet to an iron pin; thence S. 64-05 E. 300 feet to an iron pin; thence S. 13-05 E. 165 feet to an iron pin; thence S. 27-50 E. 145.3 feet to an iron pin; thence S. 27-50 E. 44 feet to a point in the center of New Gap Creek Road; thence S. 66-30 W. 186 feet to a point in the center of New Gap Creek Road; thence S. 60-30 W. 299 feet to the point of beginning, and containing approximately 5.05 acres, more or less.

This conveyance is made subject to all right-of-way, restrictions, covenants, easements and zoning ordinances of record or on the premises, including the right-of-way for New Gap Creek Road as more particularly shown on plat prepared by T. Craig Keith, Surveyor, dated March 15, 1975 and recorded in the RMC Office for Greenville County, South Carolina in Plat Book 5J at Page 94.

This is the same property as was conveyed by Cynthia C. Manning to Adair M. Tedards and Vivian M. Smith by her deed dated March 31, 1977 and recorded in the RMC Office for Greenville County in Deed Book 1059 at Page 222 on June 24, 1977. The one-half interest of Vivian M. Smith was subsequently re-conveyed to Cynthia C. Manning by deed dated 27th April, 1979, and recorded in the RMC Office for Greenville County in Deed Book 1161 at Page 125 on April 30, 1979.

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STATE OF SOUTH CAROLINA  
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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 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.

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