

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE

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TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Schweigert Realty, Inc.

(hereinafter referred to as Mortgagor) is well and truly indebted unto David B. Mann and Carol 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 Seventy-seven Thousand, Eight Hundred Fifty and no/100 Dollars (\$ 77,850.00) due and payable

with interest thereon from per note at the rate of per note per centum per annum, to be paid: as per note

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

TRACT NO. 1

ALL that piece, parcel or lot of land in Grove Township, Greenville County, State of South Carolina, on the northeastern side of Road #84 (Standing Springs Road) and on the western bank of Reedy River, and containing 39.8 acres, more or less, as shown on plat prepared by Harold W. Hawkins, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Road #84 (Standing Springs Road) at the corner of a 5.2 acre tract, which iron pin is located S 06-00 E 264 feet from the joint corner of the property now or formerly owned by Reedy Shoals Properties and Marion Associates and running thence along the line of said 5.2 acre tract, N 84-00 E 670 feet to an iron pin; thence continuing along the line of said 5.2 acre tract, N 23-54 W 499.5 feet to an iron pin; thence N 61-45 E 255 feet more or less, to a point in Old Reedy River Bed; thence with the Reedy River Bed as the line and running along the joint line of property of Reedy Shoals Properties and B. M. Riddle and G. M. Riddle, the following traverse courses and distances: S 85-35 E 100 feet to a point; N 49-58 E 106.2 feet to a point; N 35-46 E 107.9 feet to a point; N 13-55 E 173.3 feet to a point; N 11-41 W 181.4 feet to a point in Reedy River; thence leaving said joint property line and running thence with the center of Reedy River, the following traverse courses and distances: N 20-32 E 93.9 feet to a point; N 43-19 E 157.2 feet to a point; N 28-32 E 139.8 feet to a point; N 43-14 E 106.7 feet to a point; N 75-14 E 75.4 feet to a point; S 84-18 E 69.0 feet to a point; S 54-19 E 83.9 feet to a point; S 57-07 E 130.2 feet to a point; S 46-55 E 71.3 feet to a point; S 16-01 E 117.5 feet to a point; S 10-40 E 143.2 feet to a point; S 11-20 E 220.3 feet to a point; S 24-03 E 135.0 feet to a point; S 25-18 E 193.3 feet to a point; S 30-00 E 130 feet to a point; S 11-45 E 115.0 feet to a point; thence leaving said Reedy River and running S 59-45 W 2077.9 feet to an iron pin on the eastern side of Road #84 (Standing Springs Road); thence with the eastern side of Road #84 (Standing Springs Road), N 06-00 W 676 feet to the point of beginning.

TRACT NO. 2

All that certain piece, parcel or tract of land situate, lying and being in Grove Township, County of Greenville, State of South Carolina, on the northeastern side of Road #84 (Standing Springs Road) and on the western bank of Reedy River and containing 17.3 acres, more or less, as shown on plat prepared by Harold W. Hawkins, RLS, February 6, 1974, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeastern side of Road #84 and running thence along the common line of said Tracts N 59-54 E 2,077.9 feet to an iron pin in the Reedy River Bed; thence with the center of Reedy River, the following traverse courses and distances: S 28-34 W 28.0 feet to a point; thence S 18-24 E 85.7 feet to a point; thence S 10-09 W 69.0 feet to a point; thence S 22-28 E 121.0 feet to a point; thence S 18-47 E 144.9 feet to a point; thence S 09-17 W 46.7 feet to a point; thence S 34-28 W 132.8 feet to a point; thence S 13-52 W 150.0 feet to an iron pin; thence running S 77-30 W 1,137.9 feet to an iron pin; thence running S 77-17 W 681.5 feet to an iron pin on the northeastern side of Road #84; thence along said Road N 06-00 W 72.7 feet to the point of beginning.

DERIVATION: This being the same property conveyed to Mortgagor herein by deed of Mortgagee as recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1225, Page 283, on

Mortgagee hereby agrees to subordinate a portion of the above described property, not to exceed seven and one-half (7.5) acres, for purposes of a single family residence. Said acreage may include up to Two Hundred Fifty (250) feet of road frontage. Said acreage shall be released entirely from this mortgage at the time of the making of the fourth principal installment due pursuant to the note secured hereby or at any time thereafter upon request of Mortgagor. Mortgagee may also secure a release of said property by the prepayment of an amount which, when added to any other principal installments made, will equal Seven Thousand, Five Hundred Dollars (\$7,500.00). The provisions of this paragraph shall flow with this mortgage and shall inure to the benefit of any successor in title to the above described property.

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.

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