

FILED
GREENVILLE CO. S. C.

BOOK 1248 PAGE 165

MORTGAGE OF REAL ESTATE—Mann, Foster, Ashmore & Briscoe, Attorneys at Law, Justice Building, Greenville, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

AUG 23 10 32 AM '72
ELIZABETH RIDDLE MORTGAGE OF REAL ESTATE
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Virginia B. Mann

(hereinafter referred to as Mortgagor) is well and truly indebted unto First Piedmont Bank & Trust Company

(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 ONE HUNDRED THOUSAND AND NO/100THS-

----- Dollars (\$100,000.00) due and payable

on or before one (1) year after date

with interest thereon from date at the rate of 7-1/2% per centum per annum, to be paid: quarterly

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 ^{those} 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, in Chick Springs Township, being known and designated as Lots 1 through 17 and 19 through 52, inclusive, together with four (4) unnumbered lots, of Indian Trail, a subdivision as shown on plat by Piedmont Engineers & Architects dated January, 1966, said property is further described as a tract containing 48.4 acres, more or less, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the joint corner of property of James M. Crain and Wm. S. Edwards and in the center of a new 50 foot road, and running thence with Crain's line, S. 31-30 E. 225 feet to an iron pin, a new corner; thence along the line of other property of Waites T. Edwards, S. 58-30 W. 470 feet to an iron pin in the line of property of First National Bank and W. T. Potter, as Executors; thence along Bank and Potter's line, N. 60-15 W. 626.4 feet to an iron pin; thence N. 50-21 W. 1248 feet to an iron pin at fence; thence N. 19-30 W. 697 feet to old stone corner; thence N. 20-40 E. 608 feet to an iron pin on Mountain Creek; thence down and with said Mountain Creek and the meanders thereof as the line 1448 feet, more or less, (a traverse line of said course being as follows: S. 46-00 E. 1070 feet, S. 81-30 E. 378 feet) to an iron pin on bank of said Mountain Creek and at the mouth of a spring branch, corner of property of Wm. S. Edwards; thence with Wm. S. Edwards' line, S. 31-30 E. 1277 feet to the beginning corner; LESS HOWEVER, a 2.95 acre tract heretofore conveyed by the Mortgagor herein to Long.

The above described property is the same conveyed to the Mortgagor herein by deed of Waites T. Edwards dated January 16, 1953 recorded in the RMC Office for Greenville County in Deed Book 470 at page 228.

IT IS UNDERSTOOD that this property is in the process of being subdivided and developed and that according to a current survey by Piedmont Engineers, Architects & Planners the property is being divided into 52 lots. The Mortgagee agrees to release any lot from the lien of this mortgage upon the payment of a release price of \$3,000.00.

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.