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BOOK 1526 PAGE 500

MORTGAGE OF REAL ESTATE—Offices of WILLIAMS & HENRY, ATTORNEYS AT LAW, GREENVILLE, S. C.

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

DEC 10 11 AM '80  
R.M.C. WILKINS

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

WHEREAS, James J. Manly and C. Ann M. Manly,

(hereinafter referred to as Mortgagor) is well and truly indebted unto D. E. Locklear

(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 Sixty Thousand and No/100 Dollars (\$ 160,000.00 ) due and payable

under the terms and conditions of a promissory note executed on note of same date.

Interest thereon from \_\_\_\_\_ at the rate of \_\_\_\_\_ per centum per annum, to be paid:

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, the Mortgagee's heirs, successors and assigns:

~~All that certain piece, parcel or lot of land with the buildings and improvements thereon, lying and being on the northwesterly side of Oak Ridge Court, near the City of Greenville, South Carolina, being known and designated as Lot No. 227 on plat entitled "Map No. 2, Section One, Sugar Creek" as recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 4-R, at Page 85 and having, according to said plat, the following metes and bounds, to-wit:~~

ALL that certain piece, parcel or lot of land with the buildings and improvements thereon, lying and being on the northwesterly side of Oak Ridge Court, near the City of Greenville, South Carolina, being known and designated as Lot No. 227 on plat entitled "Map No. 2, Section One, Sugar Creek" as recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 4-R, at Page 85 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwesterly side of Oak Ridge Court, said pin being the joint front corner of Lots 227 and 228 and running thence with the common line of said lots, N. 34-08-32 W. 165 feet to an iron pin, the joint rear corner of Lots 227 and 228; thence, N. 52-59-06 E. 189.59 feet to an iron pin, the joint rear corner of Lots 226 and 227; thence with the common line with said lots, S. 02-46-21 E. 170.01 feet to an iron pin on the northwesterly side of Oak Ridge Court; thence with the northwesterly side of Oak Ridge Court on a curve, the chord of which is: S. 46-36-54 W. 67.04 feet to an iron pin; thence continuing on a curve, the chord of which is: S. 27-41-19 W. 39.34 feet to an iron pin, the point of Beginning.

The within property is the identical property conveyed to the Mortgagors herein by deed of M. G. Proffitt, Inc., by deed dated December 22, 1977 and which said deed was recorded in the R.M.C. Office for Greenville County, South Carolina in Deed Book 1070 at Page 658.

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OFFICE OF SOUTH CAROLINA  
DOCUMENTARY  
STAMP  
TAX  
\$ 6.40

0.50.0

4326 RV.2

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 is 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.