STATE OF SOUTH CAROLINA AUD 3 CO. S. C. COUNTY OF GREENVILLEDONALE AND AUD 3 140 PH 181

MORICAGE OF REAL ESTATE TO ALL WHOM THESE TRESENTS MAY CONCERN:

WHEREAS, MANLY VENTURES, LTD.

() () FURMAN RAY GRAY of 13 Perrin Avenue,

thereinafter referred to as Mortgagor) is well and truly indebted unto Greenville, S. C. 29607

thereinafter 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

with interest thereon from date of mortgage at the rate of twelve per centum per annum, to be paid: in accordance with terms of note. This mortgage is due two years from date of mortgage.

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.

ALL that certain piece, parcel or unit, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Unit Nos. 3, 4, 11, and 12 of JO ANN CONDOMINIUMS, Horizontal Property Regime as is more fully described in master Deed dated September 12, 1980, and recorded in the RMC Office for Greenville County, S. C., in Deed Book 1133 at pages 250 through 296 inclusive, and survey and plot at Book 8E and 8F page 55, 56, and 8 and 9.

This conveyance is made subject to all restrictions and easements as set out in the Master Deed, Exhibits and Appendices attached thereto; recorded plats or as may appear on the premises. See Also First Amendment to said Jo Ann Master Deed dated November 17, 1980 and recorded November 18, 1980 in Deed Book 1137 page 463, RMC Office for Greenville County.

This being the same as that conveyed to Manly Ventures, LTD. by deed of Furman Ray Gray dated and recorded concurrently herewith.

DOCUMENTARY

STAMP

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Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaming, 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 here to 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 the 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 Mortgagor forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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