

For Release Lots 14, 15 + 16, see R.E.M. Book 1238 page 211

MORTGAGE OF REAL ESTATE—Offices of **JOHN P. MANN & THOMAS C. BRISSEY**, Attorneys at Law, Greenville, S. C.

BOOK **1082** PAGE **665**

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREENVILLE CO. S.C.

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

JAN 31 12 05 PM 1968
OLLIE FARNSWORTH
R. M. C.

WHEREAS, We, John P. Mann and Thomas C. Brissey,

(hereinafter referred to as Mortgagor) is well and truly indebted unto **C. S. Fox**

(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

Seventeen Thousand and No/100----- Dollars (\$ 17,000.00) due and payable

Due and payable at the rate of Two Hundred and No/100 (\$200.00) Dollars per month beginning February 1, 1968; payments to be applied first to interest, balance to principal; balance due and payable three (3) years from date with the privilege to anticipate payment in whole or in part at any time without penalty.

with interest thereon from **January 1, 1968** at the rate of **seven** per centum per annum, to be paid: **monthly**

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**, containing **80.5** acres according to plat by **Carolina Engineering and Surveying Company** dated **January 26, 1968**, said tract situate, lying and being on **Betts Creek and Enoree River** and being the major portion of that same property conveyed to **Fletcher Pinson, Jr.** by deed dated **March 25, 1948** and recorded in the **R. M. C. Office for Greenville County** in **Deed Book 341**, at **Page 47** and being that identical property conveyed to **John P. Mann and Thomas C. Brissey** by deed dated **January 29, 1968** and recorded in the **R. M. C. Office for Greenville County** in **Deed Book 837**, at **Page 34** and being shown as **Lot No. 6, Block 1, Sheet 549.1** of the **Greenville County Block Book Department**.

ALSO, All those pieces, parcels or lots of land in the County of Greenville, O'Neal Township, State of South Carolina and being known and designated as **Lots Nos. 1 through 3, 5 through 19, 21 through 25 and Lot No. 27** on plat of **O'Neal Acres Subdivision** recorded in the **R. M. C. Office for Greenville County** in **Plat Book "OOO"**, at **Page 19**.

The mortgagee agrees to release any part of either of the above described parcels of land which is to be used for construction of roads without compensation and to release any remaining portion of said property from the lien of this mortgage for a payment of **\$200.00** per acre to be released.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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.

For Release Lots 30 + 41, see R.E.M. Book 1238 page 209
For Release Lots 3 + 35, see R.E.M. Book 1212 page 3 + 5

FOR SATISFACTION TO THIS MORTGAGE SEE /
SATISFACTION BOOK 25 PAGE 685

STAMPED AND CANCELLED BY RECORDER
5 DAY OF Sept 1967
OLLIE FARNSWORTH
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 9:35 O'CLOCK 2 P. M. NO. 6836

For Release Lots 37 see R.E.M. Book 1163 Page 664
For Release Lots 18 + 19 see Deed Book 838 Page 290 Deed to Mortgagor A. Henry et al.