

MORTGAGE OF REAL ESTATE  
GREENVILLE, S. C. 1964  
FILED  
3 2 PM '64  
OLIE FARNSWORTH  
R.M.C.

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

BOOK 1113 PAGE 413

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, James A. Staggs,

(hereinafter referred to as Mortgagor) is well and truly indebted unto James 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 - - - - -

TWO THOUSAND FIVE HUNDRED EIGHTY-THREE AND 23/100THS- Dollars (\$2,583.23 ) due and payable

\$50.00 on the 4th day of each month commencing on January 4, 1971 or whenever the first mortgage lien is paid in full, whichever is earlier; balance to be applied first to interest and balance to principal with the privilege to anticipate payment of part or all at any time.

with interest thereon from date at the rate of 7 (7%) 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, in Chick Springs Township, situate, lying and being on the Northeastern side of Berry Road, and being more particular described according to a plat of survey of Property of James R. Mann, made by R.K. Campbell, R. L. S., January, 1964, and recorded in the R. M. C. Office for Greenville County in Plat Book , at page , as follows:

BEGINNING at a point in the center of Berry Road at the corner of property heretofore conveyed by the mortgagee herein to James A. Raines and running thence N. 19-15 W. 20 feet to an iron pin on the edge of Berry Road; thence N. 17-02 E. 170 feet to an iron pin; thence N. 75-09 W. 170 feet to an iron pin; thence S. 19-15 W. 200 feet, more or less, to a point in the center of Berry Road; thence along the center of Berry Road, S. 54-20 E. 70 feet to the beginning corner.

The above described property is the same conveyed to mortgagor herein by the mortgagee herein by deed of even date to be recorded.

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.