

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREENVILLE CO. S. C.
OCT 23 12 09 PM '73
DONNIE S. TANKERSLEY
R.M.C.

BOOK 1293 PAGE 617

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

WHEREAS, James R. Mann

(hereinafter referred to as Mortgagee) is well and truly indebted unto Community Bank

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagee's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of
Forty Thousand and NO/100----- Dollars (\$40,000.00) due and payable

in installments of \$5,000.00 each three (3) months hereafter, with balance in full on or before eighteen (18) months from date,

with interest thereon from date at the rate of eight (8%) per centum per annum, to be paid quarterly

WHEREAS, the Mortgagee may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagee's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagee, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagee 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 Mortgagee 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, Greenville Township, situate, lying and being on the northern side of Fair Street (now known as Shaw Street) and being known and designated as Lot No. 9, Block N, of Park Place as shown on a plat recorded in the R.M.C. Office for Greenville County in Plat Book A, at page 119. Said lot fronts 50 feet on Fair Street, has a depth of 145 feet, and is identified on the Greenville County Block Book as Sheet 150, Block 9, Lot 8.

The above described property is the same conveyed to me by Lois P. Hairston by deed dated December 16, 1950, and recorded in the R.M.C. Office for Greenville County in Deed Book 426, at page 197.

ALSO: All that piece, parcel or lot of land situate, lying and being in O'Neal Township, Greenville County, South Carolina, on the western side of Buncombe Road, approximately six (6) miles Northwest from Greer, near the Double Springs Baptist Church, bounded on the north by lands now or formerly of Thompson; on the East by Buncombe Road; on the South by lands now or formerly of the Estate of Wash Lynn; on the West by Hannon, containing 72 acres, more or less, known and designated as Tract No. 2 of the Property of Louis Sherfesse and having the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center of Buncombe Road at the corner of property now or formerly of Thompson; thence along Thompson line S. 81-30 W. 2822 feet to an iron pin in the line of property now or formerly of Hannon; thence with the Hannon line S. 27-00 W. 1820 feet to an iron pin; thence along the line of Lynn property N. 67-50 E. 4023 feet to an iron pin in the center of Buncombe Road; thence along said Road N. 19-0 W. 200 feet to an iron pin in the center of said Road; thence continuing with the center line of said Road N. 7-34 W. 346.7 feet to the point of beginning.

This is the same property conveyed to James R. Mann by G. J. Edwards by deed dated April 15, 1964, recorded in the R.M.C. Office FOR Greenville County, S. C., in Deed Book 805, at page 244.

LESS HOWEVER: 1.07 acres conveyed by James R. Mann, to Donald R. Smith and Evelyn S. Smith by deed dated August 27, 1969, recorded in the R.M.C. Office for Greenville County on October 23, 1969, in Deed Book 878, at page 139.



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 Mortgagee 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 Mortgagee further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagee and all persons whomsoever lawfully claiming the same or any part thereof.

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