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GREENVILLE, CO. S. C.

BOOK 1372 PAGE 573

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

JUL 13 2 01 PM '76  
DONNIE S. TANKERSLEY  
R.M.C.

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

WHEREAS, CHARLES M. MANLEY

(hereinafter referred to as Mortgagor) is well and truly indebted unto  
MURIEL G. HIGHTOWER

WILLIAM H. HIGHTOWER AND

(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

FIVE THOUSAND FIVE HUNDRED AND NO/100----- Dollars (\$ 5,500.00 ) due and payable

In equal monthly installments of Eighty-Six and No/100 (\$86.00) Dollars per month beginning August 1, 1976 for a period of Seven (7) years and continuing each month until paid in full.

with interest thereon from August 1, 1976 at the rate of 8% per centum per annum, to be paid: Monthly in Advance

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:

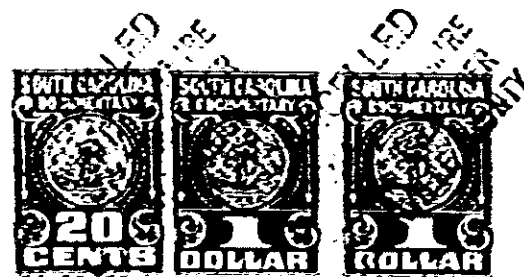
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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; Paris Mountain Township being known and designated as Lot No. 1 of the property of W. A. Cox and Mary Cox as shown on a plat thereof prepared by Terry T. Dill, R.L.S., dated May 28, 1959 being recorded in the R.M.C. Office for Greenville County in Plat Book SS at Page 4, and being shown further as property of Charles M. Manley on a Survey prepared by Dalton & Neves Co., Engineers, dated June, 1976 and having the following metes and bounds, to-wit:

BEGINNING at a spike on the westerly side of Old Buncombe Road at the joint front corner of property owned by Zippy Mart Inc., and running along the common line of said properties S. 77-11 E. 219.0 feet to an iron pin; thence running S. 6-59 E. 81.9 feet to an iron pin; thence running along the common line of property of J. H. Johnson N. 81-45 W. 213.7 feet to an iron pin; thence running along said Old Buncombe Road N. 6-53 W. 100.0 feet to a spike, the point of beginning.

It is expressly understood between the parties hereto that the Mortgagor has the right to prepay this mortgage without penalty.

Derivation: Deed Book 1039, Page 502.



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 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.

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