

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

318 East Falls
Greenville S.C. 29605

DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, MALCOLM M. MANNING and CYNTHIA C. MANNING

(hereinafter referred to as Mortgagor) is well and truly indebted unto JAMES C. THOMSON and VIRGINIA F. THOMSON

(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 TWENTY-EIGHT THOUSAND and No/100

-----Dollars (\$ 28,000.00) due and payable
in 180 equal monthly installments of Two Hundred Fifty-one and 69/100
(\$251.69) Dollars per month, all as provided for in said note,

(with interest thereon from date at the rate of Seven per centum per annum, to be paid: monthly,
with the right to anticipate payment in full or in part, at any time, at any time, and
from time to time, without penalty, as provided for in said note.

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 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 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, Cleveland Township, on Devil's Fork Creek, containing 57.62 acres, and being shown on plat of property of Ira C. McCarson recorded in the R.M.C. Office for Greenville County in Plat Book NN, Page 151, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the McCarson and Cantrell line, said pin being 726.5 feet southwest of Poole corner and running thence, crossing Devil's Fork Creek, S. 32-10 E. 831 feet to an iron pin at edge of woods; thence S. 68-40 E. 475 feet to an iron pin; thence S. 25-40 E. 400 feet to an iron pin; thence S. 27-15 E. 700 feet to an iron pin; thence S. 28-00 E. 400 feet to an iron pin; thence S. 25-40 E. 329 feet to an iron pin on Hubert McCarson line, said pin being 690 feet southwest from corner of White property; thence with McCarson line, S. 59-10 W. 202.5 feet to a rock; thence S. 88-50 W. 1583 feet to a chestnut oak; thence N. 38-00 W. 354 feet to a stake, corner of Tankersley property; thence with said line, N. 33-40 E. 1127.9 feet to a stake; thence N. 53-00 W. 1155 feet to a maple on Devil's Fork Creek; thence N. 39-26 E. 645.5 feet to corner of Cantrell property; thence N. 36-40 E. 256.7 feet to the beginning corner.

This is the same property as was this day conveyed by James C. Thomson and Virginia F. Thomson to Malcolm M. Manning and Cynthia C. Manning by their deed recorded in the R.M.C. Office for Greenville County in Deed Book 1053 at page 795.

ALSO all our interest in and to that right-of-way and easement conveyed by that Right-Of-Way Agreement from W.P. McCarson and J.P. McCarson to Lloyd P. Ellison, dated December 12, 1964, recorded in the R.M.C. Office for Greenville County in Deed Book 763 at page 461.

Mortgagees agree to release acreage from the lien of this mortgage without payment until the acreage subject to the lien of the mortgage has been reduced to twenty-five (25) acres.

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.

DOCUMENTARY

STAMP

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