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FILED
GREENVILLE CO. S. C.

First Citizens Bank and Trust Co.
Post Office Box 3028
Greenville, S.C. 29602

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STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }
COUNTY OF SPARTANBURG }

SUNNIE S. TANKERSLEY
S.H.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, James R. Mann and Virginia B. Mann

(hereinafter referred to as Mortgagor) is well and truly indebted unto First-Citizens Bank & Trust Company

(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 Thirty-Three Thousand Eight Hundred Twenty-One and 89/100-----
-----Dollars (\$33,821.89) due and payable

\$1,500 per month beginning December 8, 1977, payments to be applied first to interest and then to principal,

with interest thereon from date at the rate of nine(9)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 those pieces, parcels or lots of land in Chick Springs Township, Greenville County, State of South Carolina, being known and designated as Lots 1 through 17 and 19 through 52, inclusive, together with four (4) unnumbered lots, of Indian Trail, a subdivision as shown on plat by Piedmont Engineers & Architects dated January 1966, said property being further described as a tract containing 48.4 acres, more or less, and having, according to the aforesaid plat, the following metes and bounds, to-wit: BEGINNING at an iron pin at the joint corner of property of James M. Crain and Wm. S. Edwards and in the center of a new 50 foot road, and running thence with Crain's line, S. 31-30 E. 225 feet to an iron pin, a new corner; thence along the line of other property of Waites T. Edwards, S. 58-30 W. 470 feet to an iron pin in the line of property of First National Bank and W.T. Potter, as Executors; thence along Bank and Potter's line, N. 60-15 W. 626.4 feet to an iron pin; thence N. 50-21 W. 1248 feet to an iron pin at fence; thence N. 19-30 W. 697 feet to old stone corner; thence N. 20-40 E. 608 feet to an iron pin on Mountain Creek; thence down and with said Mountain Creek and the meanders thereof as the line 1448 feet, more or less, (traverse line of said course being as follows: S. 46-00 E. 1070 feet, S. 81-30 E. 378 feet) to an iron pin on bank of said Mountain Creek and at the mouth of a spring branch, corner of property of Wm. S. Edwards; thence with Wm. S. Edwards' line, S. 31-30 E. 1277 feet to the beginning corner; LESS, HOWEVER, a 2.95 acre tract heretofore conveyed to Long.

The above described property is part of the same conveyed to Virginia B. Mann by deed of Waites T. Edwards dated January 16, 1953, recorded in the RMC Office for Greenville County in Deed Book 470, at page 228.

ALSO: All that piece, parcel or tract of land in School District #6, County of Spartanburg, State of South Carolina, containing 36.23 acres, more or less, located on a County road approximately 2.5 miles South of Walnut Grove, on a plat for Robert J. Eller by J. E. Mitchell, R.C.S., dated May 13, 1971, and recorded in Plat Book 64 at Page 484 R.M.C. Office for Spartanburg County and is more particularly described as follows: BEGINNING at a nail and cap in the center of said County road and running thence N. 88-30 W. 2,393.9 feet to an iron pin on the edge of a branch; thence meandering along and with said branch N. 18-00 E. 295.6 feet to a

(CONTINUED ON SEPARATE PAGE)

Together with all and singular rights, members, herditaments, 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.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

(2) That it will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and any other hazards specified by Mortgagee, in an amount not less than the mortgage debt, or in such amounts as may be required by the Mortgagee, and in companies acceptable to it, and that all such policies and renewals thereof shall be held by the Mortgagee, and have attached thereto loss payable clauses in favor of, and in form acceptable to the Mortgagee, and that it will pay all premiums therefor when due; and that it does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does hereby authorize each insurance company concerned to make payment for a loss directly to the Mortgagee, to the extent of the balance owing on the Mortgage debt, whether due or not.

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