

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.
OCT 31 4 00 PM '78
DORRIS S. TANKERSLEY
R.H.C.

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

WHEREAS, CYNTHIA C. MANNING,

(hereinafter referred to as Mortgagor) is well and truly indebted unto SOUTHERN BANK AND 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

Seventeen Thousand and NO/100

----- Dollars (\$ 17,000.00) due and payable

eight months from date,

with interest thereon from date at the rate of nine per centum per annum, to be paid: at maturity.

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, lying on the north side of the New Gap Creek Road, and containing approximately five (5) acres, and being more fully described as follows:

BEGINNING at a point in the center of the New Gap Creek Road, joint front corner of this lot, and a lot previously conveyed by mortgagor to Adair M. Tedards and Vivian M. Smith, and running thence with the Tedards and Smith line, N. 27-50 W. 189.3 feet to an iron pin (crossing over an iron pin in the line N. 27-50 W 44 feet from the point of beginning); thence still with the Tedards and Smith line, N. 13-05 W. 165 feet to an iron pin; thence still with the Tedards and Smith line, N. 64-05 W. 300 feet to an iron pin; thence N. 33-30 E. approximately 425 feet to an iron pin; thence a new line, S. 38-13 E. 91.38 feet to an iron pin; thence S. 39-11 E. 61.95 feet to an iron pin; thence S. 38-35 E. 117.95 feet to an iron pin; thence S. 39-07 E. 584.13 feet to a point in the center of New Gap Creek Road; thence down the center of New Gap Creek Road, S. 66-31 W. 381.59 feet to a point in the center of New Gap Creek Road, the point of Beginning.

This is a portion of the tract acquired by me from Clyde M. Bailey, et al., heirs of Mary Frances Johnson Bailey Myers, by their deed dated 16 May 1975, and recorded in the R.M.C. Office for Greenville County in Deed Book 1020, page 991, on 9 July 1975; and a portion of the tract acquired by me from Merrill D. Myers, by his deed dated 4 October 1974, and recorded in the R.M.C. Office for Greenville County on 4 October 1974 in Deed Book 1008 at page 143, with the interests of the heirs of Mary Frances Johnson Bailey Myers quitclaimed by their quitclaim deed dated 16 May 1975, and recorded in the R.M.C. Office for Greenville County in Deed Book 1020 at page 994 on 9 July 1975.

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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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