

Foster & Richardson, Attorneys at Law, Greenville, S.C.

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

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CO. S. C.

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Mortgagee's address:

P. O. Box 3028  
Greenville, S.C. 29602

3028

M.C.

MORTGAGE OF REAL ESTATE FOR 1490 and 325

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, David B. Mann

(hereinafter referred to as Mortgagor) is well and truly indebted unto First Citizens Bank and Trust Company of South Carolina

(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 Twelve Thousand One Hundred Fifty and no/100ths ----- Dollars (\$ 12,150.00 ) due and payable

Twelve Hundred Fifteen (\$1,215.00) and no/100ths Dollars on principal each six (6) months after date, beginning May 30, 1980, together with interest at the prime rate, but not less than nine (9%) per centum per annum to be paid semi-annually,

~~with interest on the balance of the principal amount of the debt to be paid~~

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 piece, parcel or tract of land situate, lying and being on the western side of the Piedmont Highway (Old National Highway No. 29) in Gantt Township, Greenville County, S. C., being shown as the southernmost 75 feet of Tract No. 25 on a plat of the property of E. A. Smythe, et al, recorded in the RMC Office for Greenville County in Plat Book D, Pages 170 & 171, and as the property of Joel T. Ginn on a plat recorded in the RMC Office for Greenville County in Plat Book VV, Page 35, and having according to a more recent plat thereof made by Campbell and Clarkson, Surveyors, dated May 8, 1973, entitled "Property of Lindsey Builders, Inc.", the following metes and bounds, to-wit: BEGINNING at an iron pin at the joint front corner of Tracts 24 and 25 (Plat Bk. D, Pages 170 & 171) and running thence along the common line of said tracts, N. 80-02 W. 278.4 feet to an iron pin; thence continuing along the line of said tracts N. 81-11 W. 289.8 feet to an iron pin on the right of way of the Southern Railway Company; thence along the eastern side of said right of way, N. 19-02 E. 75 feet to an iron pin; thence a line through Tract No. 25 S. 80-44 E. 556 feet to an iron pin on Piedmont Highway; thence along the western side of Piedmont Highway S. 9-41 W. 75 feet to an iron pin, the beginning corner.

ALSO: ALL that piece, parcel or lot of land, together with all buildings and improvements thereon, situate, lying and being on the western side of Old Piedmont Hwy., in Gantt Township, Greenville County, South Carolina, being shown and designated as the southernmost portion of Lot No. 24 on a plat of the property of E. A. Smythe, et al, dated November, 1935, made by Dalton and Neves, Engineers, recorded in the RMC Office for Greenville County in Plat Book D, Page 171, and having, according to said plat, the following metes and bounds, to-wit: BEGINNING at an iron pin on the western side of the Old Piedmont Highway at the joint front corner of Lots Nos. 23 and 24, and running thence N. 88-34 W. 595 feet to an iron pin on the eastern edge of the right of way of Southern Railway Company; thence with the edge of the right of way of said Railway N. 9-35 E. 70 feet to an iron pin in the line of said right of way; thence with the line of property formerly of Mary W. Putman S. 88-34 E. 586.9 feet to an iron pin on the western side of the Old Piedmont Highway; thence along the western side of the Old Piedmont Highway S. 1-40 W. 70 feet to the beginning corner. (CONT'D. ON ATTACHED SHEET)

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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 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 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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