

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE S.C.
JUL 1 2 40 PM '83
DONNIE S. JULY
REC'D

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

WHEREAS, CAROL R. MANN

(hereinafter referred to as Mortgagor) is well and truly indebted unto RICHARD M. TOOHEY

(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 FIVE HUNDRED AND NO/100-----

-----Dollars (\$ 17,500.00) due and payable

IN Five (5) equal annual installments of Three Thousand Five Hundred and No/100 (\$3,500.00) Dollars plus interest of Twelve (12%) per cent per annum, Beginning July 1, 1984 and continuing yearly until paid in full.

with interest thereon from July 1, 1983 at the rate of 12% FIXED per centum per annum, to be paid: AS SET OUT ABOVE

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

ALL that certain piece, parcel or lot of land situate, lying and being on the northeasterly side of Forest Lane, in the City of Greenville, County of Greenville, State of South Carolina, being shown and designated as Lot No. 22 on plat of Meyers Park, Section 1, prepared by C. O. Riddle, Surveyor, dated September, 1976, recorded in the RMC Office for Greenville County in Plat Book 5P, Page 53, and revised plat dated November 10, 1976, recorded in the RMC Office for Greenville County in Plat Book 5-P at Page 56, and having, according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeastern side of Forest Lane at the joint front corner of Lots 22 and 23 and running thence with the line of Lot No. 23, N. 54-32 W. 170 feet to an iron pin at rear corner of the premises herein described and Knollwood Subdivision; thence along property known as Knollwood Subdivision, N. 35-31 E. 120 feet to an iron pin at the joint rear corner of Lots 21 and 22; thence with the line of Lot 21, S. 54-32 E. 169.87 feet to an iron pin on Forest Lane; thence with Forest Lane, S. 35-28 W. 120 feet to the point of beginning.

Derivation: Deed Book _____, Page _____ - Richard M. Toohey 7/1/83

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
TAX
JUL 1 1983
07.00
PB 11218

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.