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800K 781 (M): 145

## State of South Carolina, olde factorial and and a

Greenville County

For True Consideration See Affidavit
Book 27 Page 199

Know all Men by these presents, That I, John P. Mann, as Trustee for Frank Ulmer Lumber Company, a Corporation, and J. F. Welborn and J. F. Welborn, Jr., doing business as Welborn Lumber and Builders Supplies, under Trust Agreement dated February 8, 1965,

in the State aforesaid,

in consideration of the sum of One (\$1.00) Dollar and cancellation of debt and satisfaction of mortgage set forth below,

to me paid by Federal Housing Commissioner, of Washington, D. C.,

in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said Federal Housing Commissioner, of Washington, D. C., his successors and assigns forever:

All that certain piece, parcel or lot of land, with the buildings and improvements thereon, lying and being on the westerly side of Bayne Drive, near the City of Greenville, S. C., and being designated as Lot No. 27 on the plat of View Point Place as recorded in the RMC Office for Greenville County, S. C. in Plat Book CC, page 152, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the westerly side of Bayne Drive, joint front corner of Lots 26 and 27, and running thence along the common line of said Lots N 55-25 W 170.7 feet to an iron pin in the line of Lot 25; thence along the line of Lot 25 S 46-50 W 48 feet to an iron pin in the line of Lot 30; thence along the line of Lot 30 S 18-40 E 39 feet to an iron pin, joint rear corner of Lots 27 and 28; thence along the common line of said Lots S 55-25 E 150 feet to an iron pin on the westerly side of Bayne Drive; thence along said Drive N 34-35 E 70 feet to an iron pin, the point of beginning, and being the same property conveyed to the grantor herein by deed of E. Inman, Master, dated February 8, 1965, and recorded in the RMC Office in Deed Book 769, page 145.

For restrictions applicable to this subdivision see Deed Book 468, page 207.

On January 19, 1959, Hoyt S. Edwards did execute and deliver his promissory note and mortgage to C. Douglas Wilson & Co., in the face amount of \$9,450.00, on the above described premises. On January 19, 1959, C. Douglas Wilson & Co., for value received, endorsed the note and assigned the mortgage to Metropolitan Life Insurance Company, said mortgage and assignment being duly recorded in the RMC Office on January 19, 1959, in Mortgage Book 772, page 407 et seq. The mortgage loan described above is known as an FHA insured loan.

On July 29, 1961, Hoyt S. Edwards did convey the above described property to Virgil C. Anderson and as a part of the consideration of said conveyance Virgil C. Anderson did assume and agree to pay the aforesaid mortgage, said deed being recorded in the RMC Office in Deed Book 679, page 275. On June 26, 1964, Virgil C. Anderson did convey the above described property to R. W. Manley by deed recorded in the RMC Office in Deed Book 752, page 226, and as a part of the consideration the said R. W. Manley did assume and agree to pay the aforementioned mortgage. Subsequent thereto, the said R. W. Manley did execute and deliver to Frank Ulmer Lumber Company, a corporation, and J. F. Welborn and J. F. Welborn, Jr., doing business as Welborn Lumber and Builders Supplies, which mortgage, among other property, covered the above described premises and was recorded on August 13, 1964, in Mortgage Book 968, page 299; that said mortgage was junior and subordinate to the mortgage given by Hoyt S. Edwards to C. Douglas Wilson & Co., assigned to Metropolitan Life Insurance Company, above set forth; that R. W. Manley defaulted in the payment of the said mortgage to Frank Ulmer Lumber Company, et al., and subsequent thereto said Frank Ulmer Lumber Company, a corporation, and J. F. Welborn and J. F. Welborn, Jr., d/b/a Welborn Lumber and Builders Supplies, did institute foreclosure proceedings, said foreclosure specifically providing that the same was subject to the aforementioned first mortgage over

(Continued on next page).308- 133-5-69

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