MORTGAGE OF REAL ESTATE-Offices of MANN & MANN, Attorneys at Law, Greenvalle, S. C.

BO K 1.000 PAGE 47

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

I, C. B. Bivings,

(hereinafter referred to as Mortgagor) is well and truly indebted unto James R. Mann, his heirs and assigns forever:

(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

One Thousand and No/100-----) due and payable

on or before six months after date,

with interest thereon from

date

at the rate of

per centum per annum, to be paid:

semi-annually

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:

six

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 of 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

All that certain piece, parcel or lot of land situate, lying and being in the State and County aforesaid, Chick Springs Township, about one and one-half miles from Taylors, S. C. lying on the West side of a new surfaced road that leads from the Brushy Creek Road at Alexander's Store and garage to the Old Chick Springs Road, and being a part of the same tract of land that was conveyed to me by deed from W. Palmer Dillard, dated September 30, 1954, recorded in the R. M. C. Office for Greenville County, S. C. in Deed Book 511, at Page 322, and having the following courses and distances, to-wit:

BEGINNING on a nail and stopper in the said road, joint corner of the Reid Holtzclaw tract, and runs thence with the said road N. 21-15 W. 205.5 feet to a nail and stopper in the said road and joint corner of another lot being conveyed September 30, 1954, to Cliff A. Latta; thence with the common line of the Latta lot and of this lot S. 52-05 W. 436.5 feet to a stake or iron pin on the former Emery Holtzclaw tract; thence with this line N. 79-45 E. 426 feet to the beginning corner, containing one (1) acre, more or less.

The above described property is the same conveyed to me by Ventilated Awnings Corp. by deed dated June 6, 1960 and recorded in the R. M. C. Office for Greenville County in Deed Book 652, at Page 129.

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 HÓLD, 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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

27378

June 12, 1970

at 4:20 P. M.

Witness:

Thelma G. Dikens.

Foreclosure /2 day of June

A.D., 1970. See Judgment Roll

No. K - 5364.

AMASTER