

FILED
GREENVILLE CO. S. C.

Sub 6 2 30 PM '77 MORTGAGE

DONNIE S. TANKERSLEY

BOOK 1319 PAGE 45

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

TO ALL WHOM THESE PRESENTS MAY CONCERN:

THIS MORTGAGE is made by the between the Mortgagor (s)

VIRGINIA B. MANN

(herein "Borrower") and the

Mortgagee FIRST PIEDMONT BANK AND TRUST COMPANY

Greenville, South Carolina (herein "Lender").

WHEREAS, the Borrower is indebted to the Lender in the sum of One hundred forty six thousand Dollars (\$ 146,000.00) as evidenced by the Borrower's promissory Note of even date herewith (herein "Note") the terms of which are incorporated herein by reference, with principal and interest to be paid as therein stated, the unpaid balance of which, if not sooner paid, shall be due and payable November 4, 1974

; and

WHEREAS, the Borrower may have borrowed other monies from the Lender (which term as used throughout this Mortgage Agreement shall include any Holder) which monies have not been fully repaid and the Borrower may hereafter become indebted to the Lender for such further sums as may be advanced to or for the Borrower's account for taxes, insurance premiums, public assessments, repairs, or for any other purpose; and

WHEREAS, the Borrower desires and intends to secure any and all of said existing indebtedness and future advances and indebtedness by granting to Lender a Mortgage on the real property hereinafter described, which Mortgage shall be security for all obligations of the Borrower to Lender in the total principal amount of One hundred forty six thousand Dollars (\$ 146,000.00);

NOW, THEREFORE, KNOW ALL MEN, that the Borrower (jointly and severally if more than one), in consideration of the foregoing and also in consideration of the further sum of Three and No/100 (\$3.00) Dollars to the Borrower in hand well and truly paid by the Lender at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, TO SECURE TO LENDER the repayment of: (a) the indebtedness evidenced by the aforesaid Note, with interest thereon; (b) all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage and the performance of the covenants and agreements of Borrower herein contained; and (c) all other money heretofore or hereafter advanced by the Lender to or for the account of the Borrower and all other present or future direct or contingent liabilities and indebtedness of the Borrower to the Lender of any nature whatsoever to the fullest extent allowed by law, and any modifications, extensions, rearrangements or renewals of any of (a)-(c) (all hereinafter collectively called the "Obligations"), with the limitation that the total principal amount of said Obligations secured hereby shall not exceed the amount specified in the preceding paragraph, together with reasonable attorney's fees, court costs and expenses of whatever kind incident to the collection of any of said Obligations and the enforcement of the Mortgage interest created hereby, does hereby mortgage, grant bargain, sell and release unto the Lender, its successors and assigns, the following described real estate:

All that piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the county and state aforesaid, in Chick Springs Township, being known and designated as Lots 1 through 17 and 19 through 52, inclusive, together with four (4) unnumbered lots, of Indian Trail, a subdivision as shown on plat by Piedmont Engineers & Architects dated January, 1966, said property is further described as a tract containing 48.4 acres, more or less, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the joint corner of property of James M. Crain and Wm. S. Edwards and in the center of a new 50 foot road, and running thence with Crain's line, S. 31-30 E. 225 feet to an iron pin, a new corner; thence along the line of other property of Waites T. Edwards, S. 58-30 W. 470 feet to an iron pin in the line of property of First National Bank and W. T. Potter, as Executors; thence along Bank and Potter's line, N. 60-15 W. 626.4 feet to an iron pin; thence N. 50-21 W. 1248 feet to an iron pin at fence; thence N. 19-30 W. 697 feet to old stone corner; thence N. 20-40 E. 608 feet to an iron pin on Mountain Creek; thence down and with said Mountain Creek and the meanders thereof as the line 1448 feet, more or less, (a traverse line of said course being as follows: S. 46-00 E. 1070 feet, S. 81-30 E. 378 feet) to an iron pin on bank of said Mountain Creek and at the mouth of a spring branch, corner of property of Wm. S. Edwards; thence with Wm. S. Edwards' line, S. 31-30 E. 1277 feet to the beginning corner; LESS HOWEVER, a 2.95 acre tract heretofore conveyed by the Mortgagor herein to Long.

The above described property is the same conveyed to the Mortgagor herein by deed of Waites T. Edwards dated January 16, 1953 recorded in the RMC Office for Greenville County in Deed Book 470 at page 228.

IT IS UNDERSTOOD that this property is in the process of being subdivided and developed and that according to a current survey by Piedmont Engineers, Architects & Planners the property is being divided into 52 lots. The Mortgagee agrees to release any lot from the lien of this mortgage upon the payment of a release price of \$3,700.00.



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