43 13 3 56 11 1

CHAIRE SUTLANTE

STATE OF SOUTH CAROLINA COUNTY OF Greenville

SLEY MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

Ronald C. Ayers, Jr.

(hereinafter referred to as Mortgagor) is well and truly indebted unto R. V. Magill

of 103 West Stone Ave., Greenville, S. C. 29609

(bereinafter 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

-- Fourteen thousand ----- Dollars (\$ 14,000.00) die and payable in semi-annual installments of \$1,500.00 commencing October 15, 1978, and continuing on the 15th day of April and October of each year, until paid in full.

Payments to apply first to interest, the balance to principal with interest thereon from date at the rate of 8% 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:

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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe at and before the scaling 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 Mortgagoe, 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, Austin Township, being shown and designated as the southwestern portion of Lots 6, 7 and 8 on a Plat of Property of Marsmen, Inc., recorded in Plat Book S, at Page 75, in the RMC Office for Greenville County, and described as follows:

BEGINNING at an iron pin on the right of way of S. C. Highway 14, at the corner of Tract 4, and running thence with the line of said Lot, N 44-28 W, 809.2 feet to an iron pin; thence N 46-34 E, 313.9 feet to an iron pin; thence S 47-41 E, 648.6 feet to an iron pin on the right of way of S. C. Highway 14; thence with the line of said right of way, S 21-32 W, 385 feet to the beginning corner.

This is the same property conveyed to the Mortgagor herein by deed of R. V. Magill, dated April 13, 1978, to be recorded simultaneously herewith.

THIS IS A PURCHASE MONEY MORTGAGE.

TC --- 1

AP 1978 87 61<sup>©</sup>A

473

TAX E 0 5. 6 0 12

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 Nind 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 Hand is lawfully authorized to seil, 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.

4328 RV-2

in a part of the second of the