

109 W. Trade St., Simpsonville, SC 29681

MORTGAGE OF REAL ESTATE—Prepared by FRIEPP AND RILEY, Attorneys at Law, Greenville, S. C.

BOOK 1500 PAGE 363

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREENVILLE S. C.
JUN 28 PM '80
DON W. FRIEPP
RILEY

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

WHEREAS, Daniel E. Ayers and Sherry L. Ayers

(hereinafter referred to as Mortgagor) is well and truly indebted unto L. J. Vaughn

(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 **Four Thousand One Hundred & No/100**-----

-----Dollars (\$ 4,100.00) due and payable

in equal payments of \$60.00 per month until paid in full with payments applied first to interest then to principal

with interest thereon from date at the rate of ten(10) per centum per annum, to be paid: monthly

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 piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Greenville, near the Town of Simpsonville, Lot 9, WENDY LANE Subdivision, on a Plat drawn by C. O. Riddle, which Plat is recorded in the RMC Office for Greenville County in Plat Book 4-D at page 177, and having, according to said Plat the following metes and bounds, to-wit:

BEGINNING at a point on Wendy Lane at the joint front corner of Lots 8 and 9 and running along joint line of said Lots N. 8-58 E., 359.6 feet to a point; thence running S. 77-46 E. 89.9 feet to a point on the rear line of Lot 9; thence continuing along the rear line of Lot 9 N. 69-09 E., 52.1 feet to a point, being the joint rear corner of Lots 9 and 10; thence along the joint line of said lots S. 8-58 W., 380.5 feet to a point, being the joint front corner of said Lots on Wendy Lane; thence along said Lane N. 81-02 W., 135.0 feet to the point of beginning.

This property is conveyed subject to easements, rights-of-way and restrictions of record.

Being the same property conveyed to the Mortgagors herein by deed of Ida G. Vaughn of even date, to be recorded herewith.

RECORDED
JUN 28 1980
GREENVILLE S. C.

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.

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