MORTGAGE OF REAL ESTATE

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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE W 30 All 82

JOHN O, VERNON and CHARLES R. AYERS WHEREAS.

(bereinafter referred to as Mortgagor) is well and truly indebted unto BANK OF TRAVELERS REST

(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 THENTY-FOUR THOUSAND FOUR HUNDRED and no/100----Dollars (\$ 24,400.00 ) due and payable

ning corner; and being known as Lot No. 13 and 14 in the original map of a block of lots as surveyed by J.N. Southern D.S. on the 12th day of February 1891; being bounded on the East by Lots 15 and 16 and on the West by Lots 11 and 12; reference to said map will more fully describe said property.

The above described property is the same property conveyed to John O. Vernon and Charles R. Ayers by deed of Hamie Lee Taylor Garrett dated October 10, 1979, and recorded in the RMC Office for Greenville County, South Carolina, on October 11, 1979, in Deed Book 1113; Page 394.

At the option of the Hortgagee, the indebtedness secured hereby shall become due and payable if the Mortgagors shall convey the mortgaged premises or if the title thereto shall become vested in any other person or party for any other reason whatsoever.

PAID IN FULL AND SATISFIED BARK OF TRAVELERS REST

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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 fatted thereto in any manner; it being the intention of the parties hereto that all rich fixtures and equipment, other than the turned household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgage

The Modgagor covenants that it is lawfully seized of the premises betreinabove described is see simple absolute, that it has good right and is lawfully authorized to sell, convey or encomber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor forther coverants to warrant and forever defead 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.

GREENVILLE OFFICE SUPPLY CO. INC.