

FILED
GREENVILLE CO. S. C.

JUN 5 2 42 PM '79

BOOK 1454 PAGE 520

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

DOCKIE S. TANKERSLEY
R.H.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, F. Robert Cook,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Mary Ann Ayers

(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 Eighteen Thousand Nine Hundred Seventy-Six and 88/100-----Dollars (\$ 18,976.88) due and payable

in accordance with the terms of note of even date herewith.

with interest thereon from date hereof at the rate of 8 per centum per annum, to be paid: 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:

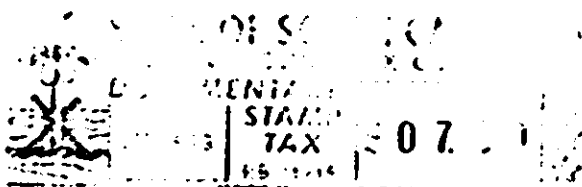
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, containing 41.12 acres, more or less, as shown on a plat thereof entitled, "Prepared for Lucy A. Gunthrope and Bruce Ayers" prepared by Carolina Surveying Co., dated June 3, 1977, revised August 23, 1978, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center of Latimer Mill Road at the corner of other property of the Grantor and Grantee herein, and running thence with the line of said property, S. 65-56 W., 1,089.1 feet to an old iron pin at the corner of property now or formerly owned by Robert F. Cook; thence with the line of said Cook property, S. 63-34 W., 637.8 feet to an old iron pin; thence continuing with the line of said Cook property, N. 4-18 E., 1,149.2 feet to an iron pin on the east bank of a creek; thence continuing with the line of said Cook property, N. 62-44 E., 1,138.7 feet to an old iron pin; thence continuing with said Cook property, N. 62-44 E., 298.6 feet to an old iron pin at the corner of property now or formerly owned by Mildred Boyd; thence with the line of said Boyd property, N. 51-44 E., 237 feet to an iron pin; thence continuing with the line of said Boyd property, S. 31-31 E., 226.2 feet to an iron pin in the center line of Latimer Mill Road; thence with the center line of Latimer Mill Road, S. 5-41 W., 1,035.4 feet to the point of beginning.

This is the same property conveyed to the mortgagor by deed of Mary Ann Ayers recorded in the R.M.C. Office for Greenville County on January 5th, 1979 in deed book 1094, page 850.

This is a purchase money mortgage.



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.

0520

4328 (W-2)