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MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA CREENVILLE CO. S. C. COUNTY OF GREENVILLE JUL 18 12 40 PM 83

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

**DONNIE S. TANKERSLEY** 

WHEREAS,

Edward M. Ausburn Cand Hattie D. Ausburn

(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

six months from date

with interest thereon from

at the rate of n/a

per centum per annum, to be paid: n/a

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 of any other and further sums for which the Mortgagor in band well and truly paid by the 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 Mortgagee at and by these presents does grant, bargain, sell and release unto the Mortgagee, the Mortgagee's heirs, 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, being known and designated as Lot No. 20 on a plat of property of Dempsey Construction Company known as Section No. 2, Carolina Heights Subdivision recorded in Plat Book BBB at page 161 and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the northwesterly edge of Theodore Circle, joint front corner of Lots 20 and 25, and running thence along the line of Lot No. 25, N. 42-37 W. 132.1 feet to an iron pin; thence along the line of Lot No. 21, S. 41-08 W. 160 feet to an iron pin on the northeasterly edge of Theodore Circle; thence with the edge of said Theodore Circle, the following courses and distances: S. 48-52 E. 75 feet, S. 85-58 E. 40.2 feet, N. 57-59 E. 54.5 feet, S. 47-48 E. 60 feet, and N. 42-33 E. 10 feet to the point of beginning.

This is the same property conveyed to the mortgagers by deed of J. H. McLeskey and Brenda V. McLeskey of even date to be recorded herewith.

This is a third mortgage.

Mortgagee's address:

P.O. Box 4083 Dreamlle S.C. 29608

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 is 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.

