STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

JOHN O. VERNON and CHARLES R. AYERS

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

in accordance with the terms of said Note of even date herewith,

with interest thereon from

the rate of 13.25

per centum per annum, to be paid:

monthly

WHEREAS, the Mortgagor may bereafter 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, being known and designated as 7/10 of one acre on the Northern side of Greenville & Northern Railway, near the Town of Travelers Rest, and having the following metes and bounds, to-wit:

BEGINNING at a stake 3xN and line running parallel with said railway tracks and fifty (50) feet from the inside of the track thereof, and running thence N. 59 E. 300 feet to a stake 3xN on a street 30 feet wide; thence along side of siad street, N. 31 W. 100 feet to a stake 3xN; thence S. 59 W. 300 feet to a stake 3xN on said parallel line running fifty (50) feet from middle of railway track; thence S. 31 E. 100 feet with said line to the beginning 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 Mamie 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 Mortgagee, 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.

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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 fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the assual 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 heireinabove described ir 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 whomseever lawfully claiming the same or any part thereof.

GREENVILLE OFFICE SUPPLY CO. INC.

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