

Box 1329
Greenville, S.C.

FILED
GREENVILLE CO. S. C.

BOOK 1275 PAGE 590

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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DONNE S. TANKER TO ALL WHOM THESE PRESENTS MAY CONCERN:
R.M.C.

MORTGAGE OF REAL ESTATE

WHEREAS, JAMES A. AYERS AND BARBARA AYERS

(hereinafter referred to as Mortgagor) is well and truly indebted unto SOUTHERN BANK & TRUST COMPANY

(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 Two Thousand Eight Hundred Ninety and 20/100-----

Dollars (\$ 2,890.20) due and payable

in accordance with terms of note of even date herewith.

including
with interest thereon from date at the rate of seven 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:

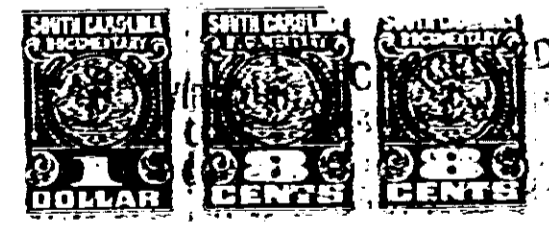
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of

Greenville, in Chick Springs Township, located on the east side of Aiken Chapel Road and the Southern side of a 50 foot street and being shown on plat of property made by John L. Cannada by Terry T. Dill, surveyor, dated April 7, 1969, and having the following courses and distances, to-wit:

BEGINNING at the south intersection of Aiken Chapel Road and a 50 foot street and running thence along the southerly side of said 50 foot street, N. 37-25 E., 62 feet to iron pin, corner of other property of John L. Cannada and Annie V. Cannada; thence with other lands of John L. Cannada and Annie V. Cannada S. 44-54 E., 185 feet to iron pin; thence S. 48-11 W., 52 feet, still with the property of John L. Cannada and Annie V. Cannada; thence S. 70-15 W., 142 feet with said property to the east side of Aiken Chapel Road; thence with the east side of said road N. 1-30 E., 165 feet to the beginning corner and containing 0.49 of an acre, more or less.

This mortgage is junior in lien to that certain mortgage executed in favor of John L. Cannada and Annie V. Cannada in the original amount of \$3,845.00 and recorded in the R.M.C. Office for Greenville County in Mortgage Book 1356, Page 973, on December 30, 1975.

This is the same property conveyed to the mortgagors by deed of John L. Cannada and Annie V. Cannada dated December 30, 1975, and recorded December 30, 1975, in the R.M.C. Office for Greenville County in Deed Book 1029, Page 478.



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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