

FILED
GREENVILLE CO. S.C.
13 3 SEP 1978

EDWARDS, DUGGAN AND REESE, P.A.

~~Edwards and Wood~~

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STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

BOOK 1429 PAGE 342

WHEREAS, GAR I. ABSHER and ALMA JEAN ABSHER

(hereinafter referred to as Mortgagor) is well and truly indebted unto R. C. AYERS, #1, Simpsonville, S.C.

(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

FOUR THOUSAND AND NO/100ths

Dollars (\$ 4,000 00) due and payable

MARCH 1, 1979

in monthly installments of \$48.54 each, beginning ~~on the first day of March 1979~~ and continuing until principal and interest have been paid in full; such payments shall be applied first to interest balance to principal

with interest thereon from date of construction completion at the rate of EIGHT PER CENT per annum, to be computed and paid monthly as aforesaid.

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, constituting a portion of a 22.68 acre tract as shown on a plat recorded in Plat Book XX at page 87 and containing 1.22 acres, according to a plat of Property of R. C. Ayers, prepared by C. O. Riddle, Surveyor, dated March 2, 1978 and having such metes and bounds as appear by reference to said plat.

THIS is the identical property conveyed to the Mortgagors by deed of R. C. Ayers to be recorded of even date herewith.

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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 of all 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 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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