

MORTGAGE OF REAL ESTATE - *173 Cherrywood Park*
GREENVILLE CO. S. C. *Simpersville, S.C. 27681*

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
JUL 18 9 50 AM '78
MORTGAGE OF REAL ESTATE
DONNIE S. TANKREAD
R.M.C.
BOOK 1438 PAGE 465

WHEREAS, Donald Ausburn and Wanda Hausburn

(hereinafter referred to as Mortgagor) is well and truly indebted unto Stephen P. and Jean A. Clements

(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 fourteen thousand five hundred

Dollars (\$ 14,500.00) due and payable

in monthly installments for a period of fourteen years beginning with August 1, 1978,

with interest thereon from August 1, 1978 at the rate of nine (9) per centum per annum, to be paid in monthly installments for a period of fourteen years

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 Mortgagee 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

All that certain , piece, parcel and lot of land located in Greenville County, South Carolina, with all improvements thereon, as shown and designated as Lot # 2 on that certain Plat entitled " Property of Rosa G. Moore" recorded in the RMC Office for Greenville County in Plat FF at Page 411, reference to said Plat being craved hereto for an accurate description of metes and bounds.

This property conveyed subject to such easements, rights of way, etc. as may appear of record.

Same property to Ashburn by Stephen and Jean Clements, recorded herewith.

RECORDED
DOCUMENTARY
STAMP
TAX
05.80
FEB 12 1978

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 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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