

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN

WHEREAS, I, TERRELL P. AYERS

hereafter referred to as Mortgagor, is well and truly indebted unto JOHN A. THEODORE

hereafter 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

Fifteen thousand and no/100 Dollars (\$ 15,000.00) due and payable

at the rate of \$3,000.00, together with accrued interest, every six (6) months with the first payment becoming due six (6) months from date; and \$3,000.00, together with accrued interest, every six (6) months thereafter until paid in full;

with interest thereon from date at the rate of eight per centum per annum, to be paid: semi-annually.

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 pieces, parcels or lots of land, situate, lying and being in Chick Springs Township, Greenville County, South Carolina, as hereafter constructed, to-wit:

All those pieces, parcels or lots of land situate, lying and being in Chick Springs Township, Greenville County, State of South Carolina, on the southeastern side of Wade Hampton Boulevard (also known as U. S. Highway 29) and being known and designated as the eastern portion of Lot No. 2 and all of Lot No. 3 and the western portion of Lot No. 4 on plat of property of Talmer Cordell recorded in the R. M. C. Office for Greenville County in Plat Book "AA", at Page 33, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of Wade Hampton Boulevard in the front line of Lot 2, which pin is 20 feet southwest from the joint front corner of Lots 2 and 3 and running thence through Lot 2 S. 47-0 E. 280 feet to an iron pin on the northwestern side of Pitts Street; thence with the northwestern side of Pitts Street N. 44-0 E. 155 feet to an iron pin in the rear line of Lot 4; thence through Lot 4 N. 47-0 W. 280 feet to an iron pin on the southeastern side of Wade Hampton Boulevard; thence along said Boulevard S. 43-0 W. 155 feet to the point of beginning, and being the same property conveyed to the Mortgagor by deed recorded in Deed Book 573 at page 495.

ALSO: All those pieces, parcels or lots of land situate, lying and being in Chick Springs Township, Greenville County, State of South Carolina, on the southeastern side of Wade Hampton Boulevard, being known and designated as the eastern portion of Lot No. 4 and all of Lot No. 5 on the above referred to plat and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of Wade Hampton Boulevard at the joint front corner of Lots 5 and 6 and running thence with the joint line of said lots S. 47 E. 300 feet to an iron pin on the northwestern side of Pitts Street; thence along the northwestern side of Pitts Street S. 43 W. 155 feet to an iron pin in the rear line of Lot 4; thence N. 47 W. 280 feet to an iron pin on the southeastern side of Wade Hampton Boulevard; thence along said Boulevard N. 43 E. 80.2 feet to an iron pin in the line of Lot 5; thence N. 47 W. 20 feet to an iron pin; thence continuing along said Boulevard N. 43 E. 74.8 feet to the point of beginning, and being the same property conveyed to the Mortgagor by deed recorded in Deed Book 595 at page 346. The above descriptions cover part of Lot 2 and all of Lots 3, 4, and 5.

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.