

FILED
GREENVILLE CO. S. C.

BOOK 1167 PAGE 344

MORTGAGE OF REAL ESTATE—Offices of Love, Thornton, Arnold & Thomason, Attorneys at Law, Greenville, S. C.

SEP 23 9 54 AM '70

OLLIE FARNSWORTH
R. M. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN: R. C. Ayers

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto Richard Cox and Carolyn P. Cox (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

One thousand three hundred fifty and 00/100----- DOLLARS (\$1,350.00), with interest thereon ~~XXXXXX~~ at the rate of -5½- per centum per annum, said principal and interest to be repaid:

on or before January 1, 1972 with interest at the rate of 5½% from January 1, to be computed and paid annually

The mortgagees herein agree to subordinate the lien of this mortgage to a first mortgage to be obtained at a later date by the mortgagor herein for a construction loan on the within described property.

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, being shown as Lot 1 on a plat of the property of Richard Cox dated September 14, 1970 prepared by C. O. Riddle, recorded in Plat Book 4H at page 17 in the RMC office for Greenville County, reference being craved to said plat for a more complete metes and bounds description.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or 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.

Vertical handwritten note on the right margin: "Mortgage of the R. C. Ayers to E. J. H. Smith 1213 12/14/70"