

FILED
GREENVILLE CO. S. C.

BOOK 1286 PAGE 447

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

JUL 31 2 14 PM '73 MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:
DONNIE S. TANKERSLEY
R.H.C.

WHEREAS, James E. Ayers and Kathleen P. Ayers

(hereinafter referred to as Mortgagor) is well and truly indebted unto Buster Syracuse and Lucile Syracuse

(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 Ten Thousand and No/100ths

----- Dollars (\$ 10,000.00) due and payable

in annual installments of \$1,000.00 each, the first installment being due March 1, 1974 and a like amount on the first day of March of each year thereafter until paid in full

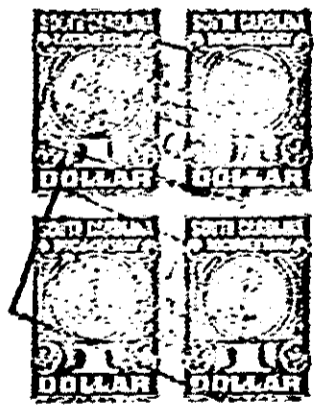
with interest thereon from date at the rate of seven per centum per annum, to be paid: annually until paid in full; all interest not paid when due to bear interest at same rate as principal.

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 on the northeastern side of Earle Drive containing 1 acre and being shown on a plat entitled Survey for James F. Ayers and Kathleen P. Ayers by Carolina Engineering and Surveying Company dated January 5, 1973, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point in the center of Earle Drive which point is located N. 46-10 E. 165 feet from the northwestern front corner of Property now or formerly of Ayers and running thence along the center of said Earle Drive, S. 46-10 W. 165 feet; thence along the line of Property now or formerly of Ayers, N. 42-15 W. 260.2 feet to a point; thence N. 40-14 E. 166.4 feet along the line of Property now or formerly of H. G. Page Estate; thence still with the line of Property now or formerly of the said H. G. Page Estate, S. 42-15 E. 277.4 feet to the center line of Earle Drive, the point of beginning.



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 heretofore 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 whatsoever lawfully claiming the same or any part thereof.

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