

FILED
GREENVILLE CO. S. C.
JUL 14 1 00 PM '74
DONNIE S. TANKERSLEY
R.H.C.

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STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE
ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, we, Ronald Elliott and Sherry Elliott

(hereinafter referred to as Mortgagor) is well and truly indebted unto Arthur H. Ayers

(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 Seven Thousand Five Hundred and no/100

Dollars (\$ 7,500.00) due and payable
as follows: \$150.00 paid on the date hereof, and \$150.00 paid on the 1st day of July, 1974, and a like amount to be paid on the 1st day of each month hereafter for ten (10) consecutive months. Total balance to be due and payable on or before one (1) year and sixty (60) days after the date hereof,
with interest thereon from no interest at the rate of - - - per centum per annum, to be paid - - -

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 known and designated as Tract No. 12, containing 4.52 acres according to a survey of the property of Mrs. M. C. Ayers Estate, the said survey having been made by R.K. Campbell, Engineer, June 9, 1960, and recorded in the RMC Office for Greenville County in Plat Book III at page 167, LESS HOWEVER THAT PORTION PREVIOUSLY DEED:

BEGINNING at an iron pin on a 50 foot road and Lick Creek and running thence with the creek as the line S. 33-42 W. 101.9 feet to an iron pin; S. 10-49 W. 253.7 feet to an iron pin; thence S. 75-16 W. 81.8 feet, running thence S. 68-12 W. 188.4 feet to an iron pin; running thence S. 4-20 W. 213.4 feet to an iron pin; running thence S. 63-30 W. 150.3 feet to the rear corner of tracts 12 and 10; thence along the joint line of tracts 12 and 10 N. 26-30 W. 444.7 feet to an iron pin on a 50 foot road and running thence along said 50 foot road N. 65-30 E. 822.7 feet along said 50 foot road to an iron pin to the beginning corner. LESS that property previously conveyed by Arthur H. Ayers by deed recorded in RMC Office for said county and state.

This is the identical property conveyed to mortgagors by deed of Arthur H. Ayers, dated this date and to be recorded in RMC Office for said county and state.



Together with all and singular rights, franchises, 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 Mortgagee covenants that it is lawfully seized of the premises hereabove described in fee simple absolute, that it has good right and a lawful authority 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 Mortgagee further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee, his heirs and assigns against the claims of all persons whatsoever lawfully claiming the same or any part thereof.

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