

MORTGAGE OF REAL ESTATE

C. B. World
East Butler Avenue
Mauldin, S.C.

1438 103

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

FILED
GREENVILLE CO. S.C.

MORTGAGE OF REAL ESTATE

11 13 9 50 AM '77
TO ALL WHOM THESE PRESENTS MAY CONCERN:
CIVIL SERVICE CENTER

WHEREAS, Donald Ausburn and Wanda H. Ausburn, their heirs and assigns

(hereinafter referred to as Mortgagor) is well and truly indebted unto Paul Tomlinson

(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 Three Thousand

WA SDA
weekly JDA
in ~~equal~~ *weekly* monthly installments for a period of ~~three~~ *15 months* Dollars (\$ 3,000.00) due and payable

with interest thereon from July 1, 1978 at the rate of *twelve* per centum per annum, to be paid: in ~~monthly~~ *weekly* installments for the term of loan

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

All that certain, piece and parcel or 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 subject to a first mortgage of Stephen P. and Jean A. Clements.

This property is subject to all existing easements, rights of way, etc. of public record.

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

RECORDED
STAMP
TAX
01.20

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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