

MORTGAGE OF REAL ESTATE—Office of P. BRADLEY MORRAH, JR., Attorney at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE, S.C.

MORTGAGE OF REAL ESTATE  
TO ALL WHOM THESE PRESENTS MAY CONCERN:

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DONNIE S. WALKERSLEY  
R.H.C.

WHEREAS, H. D. Auston, Jr. and H. D. Auston, III

(hereinafter referred to as Mortgagor) is well and truly indebted unto Jack Pressley Cann and Hazel S. Cann

(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 HUNDRED SIXTY THOUSAND AND NO/ONE-HUNDRETHS----- Dollars (\$160,000.00) due and payable in accordance with the terms and conditions of a certain promissory note executed simultaneously herewith reference to which is craved.

with interest thereon from date at the rate of 12% per centum per annum, to be paid monthly.

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 South side of White Horse Road (U. S. Highway 25), state and county aforesaid, containing 0.787 acres, more or less, and being a part of the property of Jack Pressley Cann as shown on plat by Dalton and Neves Engineers dated July, 1061 recorded in the RMC Office for Greenville County in Plat Book VV at Page 153 and having, according to a more recent plat entitled "Survey for Jack P. Cann" prepared by Charles F. Webb, RLS, in June, 1984, the following metes and bounds, to-wit:

BEGINNING an an iron pin on the South side of White Horse Road (U. S. Highway 25) at corner of property now or formerly of Childers and which point is 167.5 feet N 69-27W from the intersection of said right-of-way with Victoria Drive; thence S 40-11W 368.06 feet to an iron pin at corner of other property of the mortgagees thence N 53-22W 100 feet to an iron pin; thence N 41-08E 340.7 feet to an iron pin on the South side of the right-of-way S 69-27E 100 feet to the point of beginning.

Being the same property conveyed by deed of the mortgagees of even date to be recorded herewith.

STATE OF SOUTH CAROLINA  
SOUTH CAROLINA TAX COMMISSION  
DOCUMENTARY  
JUN 21 '84  
STAMP TAX  
64.00  
R.B. 11218

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Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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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