

FILED
GREENVILLE S.C.
JUL 5 3 19 PM '84
DAVID W. MAYBERRY
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

David W. Mayberry and Susan B. Mayberry

(hereinafter referred to as Mortgagor) is well and truly indebted unto Cornelia S. Gaston

(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 Fifteen Thousand and no/100ths

Dollars (\$ 15,000.00) due and payable

commencing on August 1, 1984 at the rate of One Hundred Ninety-Eight and 23/100ths Dollars (\$198.23) per month for One Hundred Twenty (120) months

with interest thereon from date at the rate of 10% 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

All that certain piece, parcel or lot of land with all improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, said parcel containing 5.07 acres + lying on the northwestern side of Cannon Road and being shown by that certain plat of John A. Simmons, Registered Land Surveyor, Tri-State Surveyors, 109 Few Street, Greer, South Carolina dated June 18, 1984, duly recorded in the Greenville County R.M.C. Office on July 5, 1984 in Plat Book 10-Q at Page 95. Said property being more fully described as follows:

Beginning at a railroad spike in the center of Cannon Road, approximately 1 mile from Highway 14, thence proceeding N. 83-01 W. 268 feet to an iron pin; thence N. 83-00 W. 974.65 feet to an iron pin; thence N. 22-16 E. 140.8 feet to an iron pin; thence N. 38-21 E. 100.78 feet to an iron pin at the intersection of two branches; thence S. 76-19 E. 101.3 feet to an iron pin; thence S. 84-07 E. 858.54 feet to an iron pin; thence S. 18-16 W. 211.35 feet to an iron pin; thence S. 83-01 E. 240 feet to a railroad spike in the center of Cannon Road; thence S. 18-02 W. 20 feet to the point of beginning.

This property is a part of the property conveyed to Riley W. Ray by D. L. Ray by deed dated May 17, 1949 with same being recorded on July 27, 1949 in the Greenville County R.M.C. Office in Deed Book 387 at Page 223. Riley W. Ray died testate naming Cornelia S. Ray his sole beneficiary by Will which is currently on file in the Greenville County Probate Court in File 1597, Apartment 3, with Letters Dismissory having been issued on September 27, 1980 which is further part of Block Book 631.6-1-9.

This property is subject to all restrictions, easements, zoning ordinances of record or on the grounds.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
TAX
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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.

RECORDED

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