MORTGAGE OF REAL ESTATE -

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## MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS.

I, Charles William Davis, Jr.

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

Seth Pack

(tereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated Lerein by reference, in the sum of

Twenty - five thousand five hundred and no/100----- Dollars (\$ 25,500.00 ) doe and payable in sixty monthly payments of \$300.00 each , to be applied first to interest with balance to principal , the first of these due on May 5, 1981 with a like amount due on the 5th day of each calendar month until sixty payments are made, with the principal balance on the sixty-first payment due on June 5, 1986.

with interest thereon from

date

per centum per ansum, to be paid: monthly

WHEREAS, the Mortgagor may bereafter 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 Mortgagor at any time for advances made to or for his account by the Martgagee, 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 piece, parcel or lot of land with the improvements thereon, situate, lying and being in the Piedmont Manufacturing Company Village in or near the Town of Piedmont, Greenville County, South Carolina, and being more particularly described as Lot No. 90, Section 4 , as shown on a plat entitled "Property of Piedmont Mfg. Co., Greenville County , " made by Dalton & Neves , February 1950 ; Sections 3 and 4 of said plat are recorded in the R.M.C. Office of Greenville County in Plat Book Y, at pages 2 - 5, inclusive, and pages 6 - 9, inclusive According to said plat, the within described lot is also known as No. 0 Hammett Street (Avenue) and fronts thereon 80 feet.

This is the same property conveyed to Charles William Davis, Jr. by deed of Seth Pack dated April 1, 1981, recorded in the Office of R. M. C. for Greenville County simultaneously with this mortgage of real estate in Book // 45 Page

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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 heireinabove 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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