

FILED
GREENVILLE CO. S. C.
3 12 55 PM '77

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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

WHEREAS, James H. Davis and Josephine B. Davis

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

(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

Eight Thousand Five Hundred Dollars (\$8,500.00) due and payable

with interest thereon from March 27, 1977 at the rate of 11.00% 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

containing sections of the J.P. Painter hereinafter, and having the following courses and distances according to survey and plat made by J. Roy Lee, Surveyor on March 27, 1971, to wit:

BEGINNING at the Northeastern corner of the lot, being corner of the lot being conveyed to James H. and Josephine B. Davis, T.P. in center of a county road; thence with center of road a 36-15' x 200 feet to iron pin in center of road; thence N 67-05' W 100 feet to T.P. near corner; thence N 36-15' W 200 feet to iron pin, joint corner of lot being conveyed to James H. and Josephine B. Davis; thence along line of road a 67-05' W 100 feet to beginning corner, containing 2.0 acres, more or less, bounded on the North by the Davis lot, on the East by said road and on the South and West by land of John P. Painter. The above described lot of land is part of the tract of land conveyed to John P. Painter by W.F. Lindley by deed dated August 26, 1950, recorded in the P.D. office for Greenville County in Deed Book 117 at page 281. Plat recorded in Plat Book D, Page 121.

Being the premises conveyed to the mortgagors by deed of John P. Painter dated May 28, 1971 and recorded in Deed Book 921 at page 76 on July 23, 1971/

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DOCUMENTARY TAX
RECORDED

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 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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