

DEC 17 11 38 AM 1958

BOOK 769 PAGE 239

OLLIE F. FORT WORTH
R. M. C.

STATE OF SOUTH CAROLINA } MORTGAGE OF REAL ESTATE

~~COUNTY OF SPARTANBURG~~

GREENVILLE COUNTY

To All Whom These Presents May Concern:

I, John R. Davis SEND GREETINGS:

WHEREAS, I the said John R. Davis

in and by MY certain promissory note, in writing, of even date with these presents, am well and truly indebted to WOODRUFF FEDERAL SAVINGS AND LOAN ASSOCIATION in the full and just sum of FIVE HUNDRED and no/100----- (\$ 500.00) Dollars,

with interest at the rate of six (6 %) per centum per annum, to be repaid in installments of

Five and no/100----- (\$ 5.00) Dollars upon the first day of each and every calendar month hereafter until the full principal sum, with interest, has been paid. Said monthly payments shall be applied first to the payment of interest, computed monthly on the unpaid balance, and then to the payment of principal; said note further providing that if at any time any portion of the principal or interest due thereunder shall be past due and unpaid for a period of thirty (30) days, or failure to comply with any of the By-Laws of said Association, or any of the stipulations of this mortgage, the whole amount due under said note shall, at the option of the holder thereof, become immediately due and payable, who may sue thereon and foreclose this mortgage; said note further providing for a ten per cent attorney's fee besides all costs and expenses of collection, to be added to the amount due on said note, and to be collectible, as a part thereof, if the same be placed in the hands of an attorney for collection, or if said debt, or any part thereof, be collected by an attorney, or by legal proceedings of any kind (all of which is secured under this mortgage); as in and by said note, reference being thereunto had, will more fully appear.

NOW, KNOW ALL MEN, That I the said John R. Davis

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said WOODRUFF FEDERAL SAVINGS AND LOAN ASSOCIATION, according to the terms of

said note, and also in consideration of the further sum of Three Dollars to me the said

John R. Davis

in hand well and truly paid by the said WOODRUFF FEDERAL SAVINGS AND LOAN ASSOCIATION at and before the signing of these presents (the receipt whereof is hereby acknowledged), have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said WOODRUFF FEDERAL SAVINGS AND LOAN ASSOCIATION, the following described property, to-wit:

"All that certain piece, parcel or lot of land, with all improvements thereon, or to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, Oneal Township, near the Oneal School, on the northern side of the Gap Creek Road, being bounded on the east by lands now or formerly owned by J. H. Brown, on the south by the said road, and by lands now or formerly owned by Oscar Bomar, on the west and north by lands now or formerly owned by John G. Davis and being a part of the second described tract as given in Deed conveyed to John G. Davis by D. E. Brown June 16th, 1951 and recorded in the R. M. C. Office for Greenville County in Deed Book 436, page 443, and having the following courses and distances, to-wit: Beginning on an iron pin in the center of the said Gap Creek Road, joint corner of the J. H. Brown lands and lands of Oscar Bomar, and runs thence with the J. H. Brown line, N. 32-00 E. 25 feet to an iron pin on the north side of the said road, then continuing with the same course for a total distance of 200 feet to an iron pin on the said line; thence N. 80-15 W. 100 feet to an iron pin (new line); thence another new line S. 32-00 W. 200 feet to a nail and stopper in the center of the said road (iron pin back on line at 20 feet); thence with the center of the said road S. 80-15 E. 100 feet to the beginning corner, containing a little less than one-half acre. This being the same property which was conveyed to mortgagor herein by John G. Davis by deed which has been recorded in the said R. M. C. Office in Deed Book 498, page 180.

ALSO

A one-half (1/2) undivided interest in a well, well pump and pump fixtures which was conveyed to mortgagor herein by John G. Davis by

RECORDED AND CANCELLED ON RECORD
DAY OF
GREENVILLE COUNTY, S. C.
1958