MORTGAGE OF REAL ESTATE

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STATE OF SOUTH CAROLINA HE COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

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00. S. C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS. T. C. Davis and Sybil F. Davis

(hereinafter referred to as Mortgagor) is well and truly indebted unto Cordell P. Porter and Muriel J. Porter

512 Pettigru Street, Greenville, S. C. 29601

(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

Sixty-five Thousand and No/100------ Dollars (\$ 65,000.00) due and payable

in accordance with the terms of said promissory note;

with interest thereon from January 15, 1982 the rate of twelve 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 purpose.

NOW, KNOW ALL, MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the exament thereof, and of any other and further sums for which the Mortgagor may be included to the Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, its successors and assigns:

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ALL that piece, parcel or lot of land situate, lying and being on the southwestern side of Pecan Hill Drive, in Greenville County, South Carolina, being shown and designated as Lot No. 3 on plat of HOLLY TREE PLANTATION, PHASE II, SECTION 2, made by Piedmont Engineers and Architects, dated January 10, 1974, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 5-D, at pages 47 and 48, reference to which is hereby made for a more complete description.

This is the same property conveyed to the Grantorsby the Grantees by deed of even date, recorded herewith.

THIS IS A PURCHASE MONEY MORTGAGE.

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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 lig ing fixtures in or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, when then 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 c: 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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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