CARE WARRE 1040 PAGE 545

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLS

MORTGAGE OF REAL ESTATE 16 1 27 PH 1988

OLLIE IS WORLKIH.

WHEREAS, We, James Franklin Davis and Vera C. Davis

(hereinafter referred to as Mortgagor) is well and truly indebted unto J. R. Hall

(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 NINE THOUSAND FIVE HUNDRED and NO/100----
Bollars (\$9,500.00) due and payable \$82.76 on the first day of each month commencing November 1, 1966; payments to be applied first to interest balance to principal; balance due fifteen (15) years after date with the privilege to anticipate payment of part or all of the principal balance at any time (See below for additional terms)

with interest thereon from date at the rate of $6\frac{1}{2}\%$ 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 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 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:

"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, on Saluda Lake Road and being known and designated as Lot 4 of Sunset View as shown on plat thereof recorded in the RMC Office for Greenville County in Plat Book "MM", at Page 182, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northwestern side of Saluda Lake Road at the joint front corner of Lots 4 and 5 and running thence along the line of Lot 5, N. 33-11 W. 160 feet to an iron pin; thence N. 56-49 E. 100 feet to an iron pin at the joint rear corner of Lots 3 and 4; thence along the line of Lot 3, S. 33-11 E. 160 feet to an iron pin on the Northwestern side of Saluda Lake Road; thence along Saluda Lake Road, S. 56-49 W. 100 feet to the beginning corner.

It is also agreed that the mortgagors will, in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, pay on the 1st day of each month until the said note is fully paid, the following sums:

- (a) An amount equivalent to 1/12th of the annual hazard insurance premium, with which amount the mortgagee will pay the annual insurance premium.
- (b) An amount equivalent to 1/12th of the annual property taxes and assessments, with which amount the mortgagee will pay the annual taxes and assessments.

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 thereform, 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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 15 PAGE 64

SPRINSFIED AND CANCELLED OF RECORD

4 DAY OF CAPIL 1973

DOWNIE & Jank orsion

B. M. C. FOR GREENVILLE COUNTY, S. C.

AST 2:21 O'CLOCK P. M. NO. 28128