JOHN M. DILLARD, Attorney at Law Street ville 2s. 55. PM 1968

BOOK 1102 PAGE 541

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILEE

OLLIE FANGSWORTH MORTGAGE OF REAL ESTATE R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

CLANDE D. DAVIS. JR.

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

HENRY C. HARDING BUILDERS. INC.

(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 Six Hundred Eighty and No/100-------

Dollars (\$ 680, 00) due and payable

in monthly installments in the sum of \$10.00 each, commencing one (1) month from date, and continuing thereafter monthly in the sum of \$10.00 until paid in full, all payments to apply first to interest with balance to principal,

with interest thereon from date at the rate of

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 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 lot of land with improvements lying on the Northeastern side of Foister Street in Greenville County, South Carolina, being shown as Lot No. 5 on a Plat of the Property of E. B. Foister made by Dalton & Neves, Engineers, dated December, 1939, and recorded in the RMC Office for Greenville County, S. C., in Plat Book J, page 159, and having according to said plat the following metes and bounds, to wit:

BEGINNING at an iron pin on the Northeastern side of Foister Street at the joint front corners of Lots Nos. 4 and 5, and running thence N. 33 E., 164.5 feet to an iron pin; thence N. 53-40 W., 50.2 feet to an iron pin; thence with the line of Lot No. 6, S. 33 W., 168 feet to an iron pin on Foister Street; thence with the Northeastern side of said street, S. 57 E., 50 feet to an iron pin, the beginning corner.

The within mortgage is junior in lien to a mortgage owned by Carolina Federal Savings & Loan Association recorded in the RMC Office for Greenville County, S. C., in Mortgage Book 932, page 238.

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 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 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.

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK & PAGE 65

> SATISFIED AND CANCELLED OF RECOED Ollie Farmeworth R. M. C. FOR GREENVELLE COUNTY, S. C. AT WILL O'CLOCK / M. NO. 2077/