

FILED  
GREENVILLE CO., S.

1343 pp. 265

STATE OF SOUTH CAROLINA  
COUNTY OF CLAYTON

**MORTGAGE OF REAL ESTATE**

1. FROM THESE PRESENTS MAY CONSEEN

WHEREAS

WILLIAM H. DAVIS, JR., M.D., F.A.C.P.

hereinafter referred to as Mortgagor, is well and truly indebted unto

hereinafter referred to as "Mortgagor," 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 **THIRTY-THREE THOUSAND DOLLARS (\$33,000.00)**.

Dollars \$1,000.00, plus interest due and payable  
at the rate of Seven Seven and 1/2 % (\$77.17) dollars per month,  
beginning January 1, 1976 and continuing on the first day of each  
month thereafter, a like amount, until principal and interest have  
been paid in full.

with interest thereon from date of the rate of 12% per annum per annum to be paid

WHEREAS the Mortgagor has heretofore become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagee'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 payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgaggee at any time for advances made to or for his account by the Mortgaggee, and also in consideration of the further sum of Three Dollars \$3.00 to the Mortgagor on hand well and truly paid by the Mortgagor 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 Mortgaggee, 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, shown and designated as Lots No. 40 and 41 on a plat of the D. W. Mayfield Estate, recorded in the EMC Office for Greenville County in Plat Book 30 at page 167 and having, according to said plat, the following notes and bounds, to wit:

BEGINNING at a stake on the northern side of a hard surfaced road at the corner of Lot No. 42 and running thence N. 72-06 W., 140 feet along said road to a stake at the corner of Lot No. 43; thence N. 17-55 E., 197 feet to a stake at the corner of Lots 43 and 44; thence S. 72-06 E., 140 feet to a stake at the corner of Lot No. 42; thence S. 17-55 W., 197 feet to the beginning corner.

This is the same property conveyed to the mortgagors by Deed of Thomas R. Mayfield, dated July 2, 1977 and to be recorded of even date herewith.

This mortgage shall be junior and second in lien to the mortgage held by First Federal Savings and Loan Association, dated July 2, 1975 and recorded in the RWC Office for Greenville County in Mortgage Book 1343 at page 264.



Together with all and singular rights, members, hereditaments, and appurteances 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 new 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 Mortgagor, 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 rights 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 Mortgaggee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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