

GREENVILLE CO. S. C.

BOOK 1442 PAGE 412

1978 12 33 P.M.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

JOHN M. DILLARD, Attorney at Law, Greenville, S. C.
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.
MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY COME
951 PAGE 419
AUG 9 11 11 AM 1978

OLLE FAYERSORTH
A.M.S.

WHEREAS, THOMAS J. DAVIS

hereinafter referred to as Mortgagor is well and truly indebted unto MARY ETHEL PRICE DAVIS

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

THREE THOUSAND FIVE HUNDRED and No/100 Dollars \$ 3,500.00 1 day and payable

one year from date with interest thereon from date

with interest thereon from date at the rate of 6% per annum per annum, to be paid at maturity.

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 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 situate in Chick Springs Township, Greenville County, South Carolina, being shown and designated as Lot No. 109 of Piedmont Estates, a plat of which is recorded in the RMC Office for Greenville County, South Carolina, in Plat Book KK, page 45, said lot fronting on Churchill Avenue a distance of 60 feet and running back for a depth of 175 feet.

It is understood that the within Mortgage is a Junior Lien.

Together with all and singular rights, easements, benefits, 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 thereon, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fixed 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 heretofore 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.

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For value received, and consideration of same, I the undersigned as Administrator of the Est. of Mary Price Davis, Deceased, do hereby transfer and assign this mtge to the (Estate of Thomas Jefferson Davis, s,) who is now deceased. The Estate of Mary Price Davis has no Claim, interest or any other way interested in this note. We consider the same as part of the Est. of Thomas Jefferson Davis, Deceased.

Ruth Clark
Hope S. Skinner

Charles L. Davis Sr.
Admr. of the Est. of Mary Price Davis, Dec'd
Apt. 1526---18 s/a Mary Ethel Price Davis

Personally appear Hope Skinner, who states that she witnessed the above signature of Charles L. Davis, Sr., as Admr. of the Est.

Sworn to before me this 28th Day of August, 1978. Hope S. Skinner
Ruth Clark → Notary Public for S. C.

RECORDED AUG 28 1978 at 12:33 P.M.

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