

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.
DEC 18 12 15 PM 1964
OLLIE FARNSWORTH
R. M. C.

MORTGAGE OF REAL ESTATE

BOOK 981 PAGE 349

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, GERALD E. DAVIS

(hereinafter referred to as Mortgagor) is well and truly indebted unto WILLIAM R. TIMMONS, JR.

(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 TWO HUNDRED NINETY-FOUR AND 20/100 Dollars (\$ 3,294.20) due and payable

in equal monthly payments of \$15.00, first applied to interest and the balance to principal, beginning January 15, 1965, and \$15.00 on the 15th day of each month thereafter until paid in full, with the right to anticipate payments in any amounts at any time before maturity without penalty,
with interest thereon from date at the rate of Six 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 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, State of South Carolina, designated as Lot No. 9 on a plat of property recorded in the R. M. C. Office for Greenville County in Plat Book "MM" at Page 127, said Lot being at the corner of Avery Street and Noble Street, and having the courses and distances shown on said plat.

It is understood that this mortgage is junior to a certain mortgage in favor of Shenandoah Life Insurance Company, recorded in the R. M. C. Office for Greenville County in Mortgage 835 at Page 95, upon which the present balance due is \$8,705.80.

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.

Paid in full & satisfied this the 18th day of July 1968.

William R. Timmons Jr.

Witness Heyward G. Pelham

SATISFIED AND CANCELLED OF RECORD

22 DAY OF *July* 19*68*
Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT *11:52* O'CLOCK *A.* M. NO. *1758*