

FILED
GREENVILLE (CO. S. C.)

BOOK 1183 PAGE 181

STATE OF SOUTH CAROLINA

MAR 10 9 45 AM '71

COUNTY OF GREENVILLE

LOLLIE FARNSWORTH
R. M. C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, WE, Ben H. Davis, Jr. and Polly G. Davis

(hereinafter referred to as Mortgagor) is well and truly indebted unto Edna S. Green

(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 00/100 ----- Dollars (\$ 3,500.00) due and payable

Six (6) months from date

with interest thereon from date at the rate of eight (8%) / per centum 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 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, in the Town of Fountain Inn; being known as Lots 17 and 18 on a Plat of Inn Village by W. N. Willis, Engineers, dated February 25, 1960 and recorded in the R.M.C. Office for Greenville County in Plat Book RR, Page 61, and having, according to said Plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Eastern edge of Inn Circle, at the joint front corners of lots 16 and 17 and running thence with the line of lot 16, S. 81-30 E., 161.9 ft. to an iron pin; thence S. 12-42 W., 90 ft., more or less, to an iron pin at the joint rear corner of lots 17 and 18; thence S. 12-42 W., 90.2 ft. to an iron pin at the joint rear corner of lots 18 and 19; thence with the line of lot 19, N. 81-30 W., 148.7 ft. to an iron pin on the Eastern edge of Inn Circle; thence with the edge of said Circle, N. 8-30 E., 90 ft. to an iron pin at the joint front corners of lots 17 and 18; thence continuing with said Circle, N. 8-30 E., 90 ft. to an iron pin being the point of beginning.

This is the same property conveyed to the mortgagors by deed of Edna S. Green, to be recorded of even date herewith.

It is understood and agreed that this mortgage will be Second and Junior in lien to a construction mortgage to be given by Mortgagors herein to Fedelity Federal Savings & Loan Association, in the amount of \$27,000.00

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.