

RECORDED
AUG 4 3 32 PM '83
S.C.
DOCKWELL R.

1983-08-03

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

**MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:
PURCHASE MONEY MORTGAGE**

WHEREAS, we, Alan L. Davis and Virginia R. Davis

(hereinafter referred to as Mortgagor) is well and truly indebted unto JESSE L. HARTLEY, 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 Nine Hundred Fifty and No/100-----

Dollars (\$ 3,950.00---) due and payable

per terms of said note

with interest thereon from date at the rate of twelve per centum per annum, to be paid:
per terms of said note

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

ALL that certain piece, parcel or lot of land situate in the State of South Carolina, County of Greenville, Town of Mauldin, being known and designated as Lot 53 on plat of Bishop Heights, prepared by Ethan C. Allen, RLS, dated January, 1966, and recorded in the RMC Office for Greenville County in Plat Book BBB, page 171, and on a more recent plat of property of Frank B. Woodruff, Jr., and Martha M. Woodruff, prepared by Freeland and Associates, dated May 5, 1975, and having, according to the more recent plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwestern side of Ashmore Bridge Road, joint front corner of Lots 53 and 52 and running thence N. 57-29 W., 225.0 feet to an iron pin; thence S. 32-31 W., 100.0 feet to an iron pin at the joint rear corner of lots 54 and 53; thence with the common line of lots 54 and 53, S 57-29 E., 225.0 feet to an iron pin on Ashmore Bridge Road; thence with said Ashmore Bridge Road, N. 32-31 E., 100.0 feet to an iron pin, being the point of beginning.

This mortgage is second in priority to that of Milton P. Yeager, Jr. and Melissa Nan Yeager to South Carolina National Bank in the original amount of Thirty Thousand Eight Hundred Fifty and No/100 (\$30,850.00) Dollars, recorded in Mortgage Book 1338, page 805 on May 9, 1975.

This being the same property conveyed unto the mortgagors by deed of Jesse L. Hartley, Jr. executed and recorded of even date herewith.

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[Faint signature and notary text]

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of 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 fixtures and appurtenances, 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 Mortgagee 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 Mortgagee further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee, its heirs and assigns, and against the Mortgagee and all persons whatsoever lawfully claiming the same or any part thereof.

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