

AUG 11 12 58 PM 1965

OLLIE FAINSWORTH

MORTGAGE OF REAL ESTATE

BOOK 1004 PAGE 43

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Frances G. Davis

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank and Trust Co., Piedmont, S. C.

(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

Four thousand five hundred eighty-seven and 90/100----- Dollars (\$ 4,587.90) due and payable

one year from date; to be paid in 12 monthly payments of \$55.00 and one payment of \$3,927.90

to be paid on August 10, 1966.

with interest thereon from date at the rate of Six per centum per annum, to be paid: in advance

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, Grove Township, described in a survey of James A. Winter, January, 26, 1945, as follows:

BEGINNING at an iron pin on Greenville-Piedmont Highway No. 29, and running thence with said highway N. 12-30 W. 115 feet to an iron pin; thence S. 88-15 W. 203.5 feet to an iron pin; thence N. 87-45 W. 213.6 feet to an iron pin; thence S. 12 E. 101 feet to an iron pin; thence S. 87-45 E. 421.7 feet to the beginning corner, containing 0.973 - acres, more or less.

The grantee herein, her heirs and assigns are given the right and privilege of taking water from the water main of the grantor herein, a portion of which main is on the premises aforesaid, for reasonable domestic use of the occupants of said premises, but ownership of all of said water main is reserved, excepted and retained by the grantor herewith, together with the right and privilege, for himself, his heirs and assigns, of maintaining such water main as it is now located, entering said premises at will to inspect, repair and (or) replace the same, and to tap and re-tap said main for water for use on other premises, and to pipe and install all means necessary for that purpose.

Together with all and singular rights, members, hereditaments, 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.