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GREENVILLE CO. S. C.

BOOK 1277 PAGE 775

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

MAY 18 10 10 AM '77 MORTGAGE OF REAL ESTATE

AFFIDAVIT

FILED

R.M.

DOBBIE S. TANKS TO ALL WHOM THESE PRESENTS MAY CONCERN:  
R.H.C.

WHEREAS, I, Bena M. Davis, of Greenville County

(hereinafter referred to as Mortgagor) is well and truly indebted unto Peoples National Bank

(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

Twenty Six Thousand, Five Hundred and No/100 ----- Dollars (\$ 26,500.00 ) due and payable as follows: One Hundred, Ninety-five and 84/100 (\$195.84) Dollars to be paid on July 1, 1973 and One Hundred, Ninety-five and 84/100 (\$195.84) Dollars due on the 1st day of each and every succeeding calendar month thereafter, with payments first applied to interest and then to the remaining principal balance due from month to month, with the final payment due in full, if not sooner paid, on the 1st day of June, 1978, with interest thereon from date at the rate of 7-1/2 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, on the north side of Dellwood Drive, in the City of Greenville, being shown and designated as Lot No. 9 on plat of Central Development Corporation recorded in the R. M. C. Office for Greenville County, S. C. in Plat Book BB, at Page 23, and having such metes and bounds, to-wit:

BEGINNING at an iron pin on the north side of Dellwood Drive at the joint front corner of Lots Nos. 8 and 9, said pin in the center of a 5-foot drainage easement, and running thence through the center of said easement and along the line of Lot 8, N. 10-45 E. 169 feet to an iron pin on an unnamed road; thence along the south side of said unnamed road, N. 77-54 W. 90 feet to an iron pin in the joint rear corner of Lots Nos. 9 and 10; thence along the line of Lot 10, S. 10-45 W. 171.1 feet to an iron pin on the north side of Dellwood Drive; thence along the north side of Dellwood Drive, S. 79-15 E. 90 feet to the beginning corner; being the same property conveyed to me by H. Ray Davis by deed dated February 28, 1973 and recorded in the R. M. C. Office for Greenville County in Deed Book Vol. 969 at page 22.

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 whatsoever lawfully claiming the same or any part thereof.