

JUL 1 4 30 PM '74

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

DONNIE S. TANKERSLEY
R.H.C.

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

WHEREAS, William W. Weaver and Myrtle M. Weaver

(hereinafter referred to as Mortgagor) is well and truly indebted unto Mary L. Duvall

(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 **Seven Hundred Seventy and 12/100**-----

-----Dollars (\$ 770.12) due and payable
Ninety (90) days from the date hereof,

with interest thereon from date at the rate of Eight-- per centum per annum, to be paid at the same time as, and in addition to, the above-described principal payment.

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 northern side of Tenth Street, Section 5 of Judson Mills Village and being known and designated as Lot No. 38 on a plat of Section 5 of Judson Mills Village made by Dalton & Neves in February 1940 and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book K at Pages 33 and 34, reference being made to said plat for a metes and bounds description thereof.

This is the identical property conveyed to the mortgagors herein by deed of the mortgagee herein, dated June 24, 1974, and to be recorded herewith in the R.M.C. Office for Greenville County, South Carolina.

This Mortgage is given to secure a portion of the purchase price for the premises hereinabove described.



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 thereon, and including all fixtures, plantings, and building fixtures now or hereafter attached, connected, or fitted thereto in any manner it being the intention of the parties hereto that all fixtures and buildings, 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 lawful authority to convey 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, successors and assigns, and all persons whomsoever lawfully claiming the same or any part thereof.

RECORDED

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