

WHEREAS, James Robert Davis and Barbara G. Davis

(hereinafter referred to as Mortgagor) is well and truly indebted unto Lula H. Fowler

(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 Four Thousand Eight Hundred and no/100
----- Dollars (\$ 24,800.00) due and payable

August 24, 1975 with the privilege of paying off at any time without penalty

with interest thereon from date at the rate of 6 per centum per annum, to be paid: with 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 accounts 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, 1 mile north of Gowansville, containing 43.5 acres as per a survey for Lula H. Fowler by W. N. Willis, Engrs., S. D. Atkins, surveyor, May 3, 1974, having the following metes and bounds to wit:

Beginning at point common to K. G. Settle line and Fowler Road (county rd.) and running with said road S 1 E 522 feet to point; thence with Jackson line N 83 W 482 feet to I.P.; thence S 3 W 130 feet to I.P.; thence with Plumley and "was Davis" lines N 33-30 W 1544 feet to stone; thence with Goode line N C-10 W 384 feet to I.P.; thence with Christopher line S 77 E 500 feet to I.P.; thence N 3-55 E 847 feet to I.P.; thence with K. G. Settle line S 87 E 587 feet to I.P.; thence with creek the line S 20-01 W 298 feet to stake; thence S 15-06 W 655 feet to I.P.; thence leaving the creek and running S 77 E 1100 feet to point in road and the beginning.

This being the same property as conveyed to us by Lula H. Fowler by deed to be recorded herewith.

Plat Recorded in Plat Book 5L Page 16



Together with all and singular rights, members, heritaments, 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 who may ever lawfully claim the same or any part thereof.

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