

Route 3, Box 374A, Billy Garrett Road, Simpsonville, S. C.
MORTGAGE OF REAL ESTATE Prepared by Timothy H. Farr, Attorney at Law, 210 West Stone Ave., Greenville, S. C. 29609

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

1399 823
MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Noble E. Kendall and Charis V. Kendall

(hereinafter referred to as Mortgagor) is well and truly indebted unto Joseph M. Davis, Jr., and Sara G. Davis

(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 Three Hundred Seven and 59/100 Dollars (\$ 3,307.59) due and payable

with interest thereon from June 1, 1977 at the rate of eight (8) per centum per annum, to be paid: in equal monthly installments commencing on the first day of June, 1978.

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:

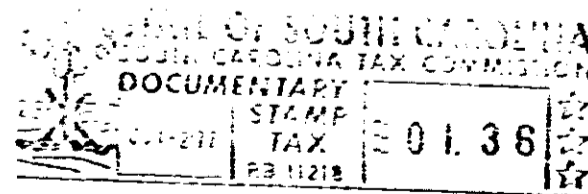
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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 eastern side of East Indian Trail, being known and designated as Lot No. 12 on a plat of SEVEN OAKS by C. O. Riddle, Surveyor, dated May 5, 1972, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 4-R, page 6, and having according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin located on the eastern side of East Indian Trail at the joint front corner of Lots 11 and 12 and running thence with the common line of said lots, S. 86-30 E., 180 feet to an iron pin in the rear line of Lot No. 27; thence with the rear line of Lots 27 and 26, N., 9-40 W., 124 feet to an iron pin at the joint rear corner of Lots 12 and 13; thence along the common line of Lots 12 and 13, S. 80-50 W., 165.4 feet to an iron pin on the eastern side of East Indian Trail; thence with the eastern side of East Indian Trail, S. 3-00 E., 85 feet to an iron pin, the point of beginning.

DERIVATION: This being the same property conveyed to Mortgagor herein by deed of Joseph M. Davis, Jr., and Sara G. Davis dated June 1, 1977, as recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 157, Page 272, on June 2, 1977.

THIS mortgage is junior in lien to a first mortgage, ^{assured} given by Mortgagor herein to First Federal Savings and Loan Association of Greenville, South Carolina, in the original amount of \$42,000 as recorded in the RMC Office for Greenville County, South Carolina, in Mortgage Book 1340, Page 452, on May 30, 1975.



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 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.

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