

Mortgagee's mailing address: P. O. Box 5898, Sta. B, Greenville, S. C. 29606

BOOK 1506 PAGE 578

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

RECORDED
MAR 14 '80
S. C.
SHERSLEY

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

WHEREAS, Gerald D. Davis and Athelene C. Davis

(hereinafter referred to as Mortgagor) is well and truly indebted unto Joe W. Hiller

(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 Thousand Five Hundred and 00/100-----

----- Dollars (\$ 7,500.00) due and payable

in full, six months from date

with interest thereon from date at the rate of eleven (11) per centum per annum, to be paid at maturity

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

ALL that certain piece, parcel or unit, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Unit No. 4-B of Holly Woods Horizontal Property Regime as is more fully described in Declaration (Master Deed) dated August 13, 1979 and recorded in the R.M.C. Office for Greenville County, S. C., in Deed Book 1109, at Pages 246 through 317, inclusive, and survey and plot plan recorded in the R.M.C. Office for Greenville County in Plat Book 7C, at Page 45.

This being the same property conveyed to the mortgagors herein by deed of Joe W. Hiller, of even date, to be recorded herewith.

This mortgage is junior and inferior to the lien of that certain mortgage in the sum of \$44,600.00 executed on this date by the mortgagors herein to Fidelity Federal Savings and Loan Association to be recorded herewith.

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JUL 18 1981
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RECORDS OF SOUTH CAROLINA
DEEDS AND MORTGAGES
DOCUMENTARY
STAMP
\$ 3.00

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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