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COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE
CO.S. ALL WHOM THESE PRESENTS MAY CONCERN:

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whereas, we, John My No. 5 Day 158 Shed Joann Davis, of 407 Boling Road, Taylors, S.C., 29687,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Ronald E. Phillips, c/o Ron's TV, Golden Strip Shopping Center, Mauldin, S.C. 29662,

with interest thereon from date at the rate of 12% 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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, its successors and assigns:

"ALL that certain piece, parcel or lot of land, with all Improvements thereon, or hereafter constructed thereon, situate, tying and being in the State of South Carolina, County of Greenville, at the northwestern corner of the intersection of the Boling Road with an unnamed street, being shown and designated as Lot No. 87 on a plat of Oakview Subdivision, Section IV, made by Heaner Engineering Co., Inc., dated October 2, 1974, recorded in the RMC Office for Greenville County, S.C., in Plat Book 4X, at Page 91, reference to which is hereby craved for the metes and bounds thereof.

This is the same property conveyed to Johnny D. Davis and Joann Davis, the mortgagors herein, by deed of Ronald E. Phillips, dated August 13, 1981, which is being recorded simultanteously herewith in the RMC Office for Greenville County, South Carolina, in Deed Book //55, at Page 66.

This mortgage is junior in lien to that first mortgage given to the North Carolina National Bank (NCNB) in the original amount of \$26,500.00 as recorded in the RMC Office for Greenville County, South Carolina, in REM Book 1342, at Page 714.

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Together with all and singular rights, members, herditaments, 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 thereform, 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 Mortgagoe forever, from and against the Mortgagor and all persons whomseever lawfully claiming the same or any part thereof.

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