

9 New Haven Dr., Greenville, S.C. 29615

BOOK 78 1652

HORTON, BRANDY, HAGINS, WARD & JOHNSON, P.A. 307 PETTIGRUST, GREENVILLE, S.C. 29603

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE BOOK 1559 PAGE 960

TO ALL WHOM THESE PRESENTS MAY CONCERN:

CONNO. R.M.C. RUBY MARLENE DAVIS

WHEREAS, Ruby Marlene Davis

(hereinafter referred to as Mortgagor) is well and truly indebted unto James B. 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 Dollars \$ 8,000.00) due and payable

Eight Thousand and No/100

one year from date.

James B. Davis

THIS being the same property conveyed to James B. Davis by deed of James E. Henson and Hope W. Henson dated June 9, 1971 and recorded in the Greenville County RMC Office in Deed Book 918 at Page 317. Subsequently the said James B. Davis conveyed this property to Ruby Marlene Davis by deed dated December 8, 1981 and recorded in the Greenville County RMC Office on Dec 17, 1981 in Deed Book 1159 at Page 604

2,000

THIS mortgage is junior in rank to the lien of that certain mortgage held by Thomas & Hill, Inc. in the original amount of \$16,600.00, recorded in the Greenville County RMC Office in Real Estate Mortgage Book 1195 at Page 341.

James B. Davis
James B. Davis
11591

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Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident thereto, and of all the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures and all other attached, connected, or situated thereon 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 Mortgagee 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 Mortgagee 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.

The Mortgagee further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

(2) That it will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and any other hazards specified by Mortgagee, in an amount not less than the mortgage debt, or in such amounts as may be required by the Mortgagee, and in companies acceptable to it, and that all such policies and renewals thereof shall be held by the Mortgagee, and have attached thereto loans payable in favor of, and in favor acceptable to the Mortgagee, and that it will pay all premiums therefor when due, and that it does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does hereby authorize each insurance company concerned to make payment for a loss directly to the Mortgagee, to the extent of the balance owing on the Mortgage debt, whether due or not.

4,000

RECORDED

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