

c/o L-Ranch Motel, Hwy 73
Cosby, TN 37722

MORTGAGE OF REAL ESTATE—Prepared by RILEY AND RILEY, Attorneys at Law, Greenville, S. C.

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STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, F. D. Blackwell and Carol F. Blackwell

(hereinafter referred to as Mortgagor) is well and truly indebted unto Carl Y. Davis and Shirley A. 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 Eighteen thousand Four Hundred -----

-----Dollars (\$ 18,400.00) due and payable

in two hundred forty (240) monthly payments of One Hundred Fifty-three and 91/100 (\$153.91) Dollars each. Payments to be applied first to interest then to principal.

with interest thereon from August 8, 1978 at the rate of eight (8%) 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:

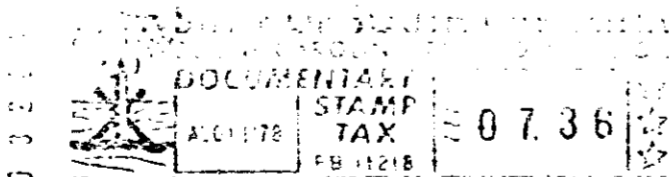
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, containing seven (7) acres as shown on a survey for Milford D. Kelly prepared November 23, 1977, and recorded in the RMC Office for Greenville County in Plat Book 6-K, page 62, and having such metes and bounds as shown thereon:

BEGINNING at an iron pin on the southwestern side of Holland Road at the corner of other property of Milford D. Kelly and running thence S. 45-16 W 156.8 feet to an iron pin; running thence S. 64-39 W. 725.1 feet to an iron pin in the line of property of Greer; running thence N. 57-21 W. 52.9 feet to an iron pin at the corner of other property of Milford D. Kelly; running thence with a line of said property N. 12-54 W. 235.3 feet to an iron pin at the corner of property of Balcome; running thence N. 36-49 E. 24.8 feet to an iron pin; running thence N. 35-26 W. 49.4 feet to an iron pin at the corner of other property of Milford D. Kelly; running thence N. 57-45 E. 714 feet to an iron pin on the southwestern side of Holland Road; running thence with the southwestern side of Holland Road S. 44-31 E. 390 feet to the point of Beginning.

This being the same property conveyed to the Mortgagors herein by deed of Carl Y. Davis and Shirley A. Davis to be recorded herewith.

This mortgage is second and junior in lien to mortgage in favor of Milford D. Kelly recorded November 30, 1977 in mortgage book 1417 at page 273. This mortgage was subsequently assigned to Lee O. Huskamp and Julia Dyer Huskamp by instrument recorded June 6, 1978 in mortgage book 1434 at page 416.



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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