

FILED  
GREENVILLE S.C.

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STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

JUN 2 2 38 PM '83  
R.M.C.

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

WHEREAS, SMITH & STEELE BUILDERS, INC.

(hereinafter referred to as Mortgagor) is well and truly indebted unto  
F. A. DAVIS, Jr.

(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

Fifty-three thousand two hundred fifty - - - Dollars (\$ 53,250.00) due and payable  
two years from date,

with interest thereon from date at the rate of 10.5% per centum per annum, to be paid: annually,  
until paid in full,

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

ALL that certain piece, parcel, or tract of land, containing 6.47 acres, more or less, situate, lying and being in Greenville County, South Carolina, being shown and designated as Survey for Smith & Steele Builders, Inc., on a Plat dated November 22, 1983, prepared by C. O. Riddle Surveying Co., recorded in the RMC Office for Greenville County in Plat Book 10 E, at Page 58, and having, according to said Plat, the following metes and bounds:

BEGINNING at an iron pin in Angle Drive and running thence N 13-10 W, 806.37 feet to an iron pin; thence N 61-43 E, 415.39 feet to an iron pin; thence S 4-07 E, 951.77 feet to an iron pin; thence S 81-57 W, 216.16 feet to an iron pin; thence S 86-17 W, 36.37 feet to an iron pin, the point of beginning.

ALSO all right, title and interest in and to a Right of Way as a means of ingress and egress to the above land. Said Right of Way is 36 feet in width and is to be along and parallel to property now or belonging to Hightower and Alexander. This grant is to vest in the Grantees, their successors and assigns. Said easement is the same as granted to Grantor's predecessor in title as set forth in deed recorded in Deed Book 527, at Page 103.

This is the same property conveyed to the Mortgagor herein by deed of F. A. Davis, Jr., dated November 30, 1983, to be recorded simultaneously herewith.

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THIS IS A PURCHASE MONEY MORTGAGE.

Mortgagee's address:  
F. A. Davis, Jr.  
7052 Valhalla  
Fort Worth, Texas 76116

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 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 stated 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 whatsoever lawfully claiming the same or any part thereof.

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