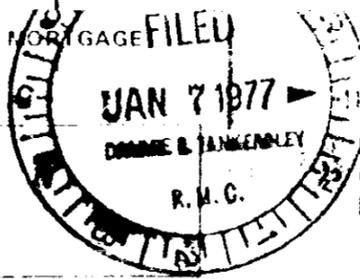


23903

12/20/76

REAL ESTATE MORTGAGE FILED



MORTGAGEE
BOOK 1386 PAGE 939
565 LAURENS RD
P O BOX 2451
GREENVILLE SC 29602
PHONE 232-6781

MORTGAGORS NAMES AND ADDRESS

Fred C. Davis Sr. and Juanita S. Davis
300 Delray Circle
Greenville, S.C. 29611

| AMOUNT OF NOTE | PRINCIPAL OF LOAN | SCHEDULE OF PAYMENTS | FIRST DUE DATE | MATURITY DATE | RESOLUTION DATE |
|----------------|-------------------|----------------------|----------------|---------------|-----------------|
| 3840.00 | 2582.46 | 48 .. 80.00 | 1 / 20 / 77 | 12 / 20 / 79 | / / |

STATE OF SOUTH CAROLINA }
COUNTY OF Greenville } SS

WHEREAS, the Mortgagors above named are indebted on their Promissory Note above described, payable to the order of the Mortgagee and evidencing a loan made by said Mortgagee, in the Amount of Note stated above, which said Note is payable in monthly installments and is recorded to the terms thereof, and on which Note payment in advance may be made in any amount at any time and default in making any monthly payment shall, at the option of the holder of said Note, and without notice or demand render the entire sum remaining unpaid on this Note at once due and payable.

NOW KNOW ALL MEN, that in consideration of said loan and to further secure the payment of said Note and also in consideration of three dollars (\$3) to the Mortgagors in hand well and truly paid by Mortgagee at and before the sealing and delivery of these presents, receipt whereof is hereby acknowledged, the Mortgagors hereby grant, bargain, sell and release unto the Mortgagee, its successors and assigns, the following described real estate, situated in the County of Greenville and State of South Carolina, to wit: **Greenville**

All that certain Piece, parcel of lot of land situate lying and being in Greenville County State of South Carolina, on the eastern side of Delray Circle being shown and designated as Lot 51 on 1 plat section 2, Farmington Acres, recorded in the RMC Office for Greenville County in Plat book "BB" at page 169 and having the following metes and bounds Beginning at a point on the eastern side of

8357 AM 70

to have and to hold, with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, unto said Mortgagee, provided always, and this instrument is made, executed, sealed and delivered upon the express condition that if the said Mortgagors shall pay in full to the said Mortgagee the above described Note according to the terms thereof, then this Mortgage shall cease, determine and be void, otherwise it shall remain in full force and virtue. Upon default in making any payment of said Note when the payment becomes due, then the entire sum remaining unpaid on said Note shall be due and payable by the exercise of the option of acceleration above described, and this Mortgage may be foreclosed as provided by law for the purpose of satisfying and paying the entire indebtedness secured hereby.

The Mortgagors covenant that they exclusively possess and own said property free and clear of all encumbrances, except as otherwise noted, and will warrant and defend the same against all persons except the Mortgagee. Any failure of the Mortgagee to enforce any of its rights or remedies hereunder shall not be a waiver of its rights to do so thereafter. Whenever the context so requires, plural words shall be construed to the singular.

Signed, sealed and delivered in the presence of

Sandra S. Mason
WITNESS

Fred C. Davis (Seal)
MARRIED BOTH HUSBAND AND WIFE MUST SIGN

Sign Here

Juanita S. Davis (Seal)
MARRIED BOTH HUSBAND AND WIFE MUST SIGN

Sign Here

STATE OF SOUTH CAROLINA }
COUNTY OF Greenville } SS

250 AM

Personally appeared before me the undersigned witness and being duly sworn by me, each with that he saw the above named mortgagor(s) sign, seal and deliver the foregoing instrument for the uses and purposes therein mentioned, and that he with the other witness so named above, witnessed the due execution thereof.

Sandra S. Mason
WITNESS

Sworn to before me this 4 day of January A.D. 1977

Rodney Park
NOTARY PUBLIC FOR SOUTH CAROLINA

This instrument prepared by Mortgagee named above

RENUNCIATION OF DOWER

STATE OF SOUTH CAROLINA }
COUNTY OF Greenville } SS

I, the undersigned Notary Public, do hereby certify that all who are named in this Renunciation of Dower of the above named Mortgagor, did this day appear before me, and upon being privately and separately examined by me did declare that she freely, voluntarily and without any compulsion, dread or fear of any person or persons who may have any claim or interest in the above described Mortgagee, renounces and releases, all her dower, interest and estate, and also all her right and claim of dower of her real and personal property in the premises above described.

Juanita S. Davis
WITNESS

Sworn to before me this 4 day of January A.D. 1977

Rodney Park
NOTARY PUBLIC FOR SOUTH CAROLINA