

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

25 11 35 AM '77
W. S. TANKERLEY
R.M.C.

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

Joseph S. Davis and Rebecca R. Davis

WHEREAS, Joseph S. Davis and Rebecca R. Davis

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank and Trust Company, Williamston, S. C.

(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 Twenty-five thousand, six hundred, forty and 40/100

Dollars (\$ 25,640.40) due and payable

in 120 consecutive monthly payments of \$213.67 each to be applied first to interest, which has been added to the principal above, and then to principal first payment to be made September 15, 1977 and continuing on the 15th day of each month until paid in full. with interest thereon from date at the rate of seven (7%) per centum per annum, to be paid as stated above.

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 lying on the Western side of Augusta Road, containing 4.2 acres, more or less, and being a portion of a 9.3 acre tract as shown on a plat of property of F. M. Davenport, Sr., Estate, recorded in the R. M. C. Office for Greenville County, S. C. in Plat Book 88, at Page 78-79 and being described as follows:

BEGINNING at a point on the Southwestern edge of said Augusta Road at the joint front corner of property of F. Scott Davis and running thence along the line of said Davis property S 61-35 W. 488 Feet to an iron pin in the approximate center of Old Augusta Road, thence along Old Augusta Road S. 26-41 E 325-3 feet to an iron pin in the intersection of Old Augusta Road and a county road shown on said plat, thence with the approximate center of said county road N. 57-17 E 506 feet to an iron pin at the point where said county road intersects with the present Augusta Road, thence with the Southwestern edge of Augusta Road N. 29-25 W. 284.4 feet to the point of beginning.

The above described property is the same conveyed to the Mortgagors by the Deed of James Henry Davis dated June 5, 1973 and recorded in the R. M. C. Office for Greenville County in Deed Book 976, at Page 376 on June 8, 1973.

The above described property is conveyed subject to any and all easements or rights of way of record or appearing on the property.



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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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