

GREENVILLE
FILED
MORTGAGE OF REAL ESTATE—Office
11 26 AM '79
BONNE BANKERSLEY
R.M.C.



MORTGAGE

11 26 AM '79

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: BOBBY G. DAVIS, SR. AND LINDA B. DAVIS

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto SOUTHERN BANK & TRUST COMPANY

(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 SEVEN THOUSAND SEVEN HUNDRED

EIGHTY EIGHT AND 60/100 DOLLARS (\$7,788.60).

due and payable in 60 consecutive monthly payments of \$129.81 to be applied first to interest, which has been added to the principal above, and then to principal, first payment to be made on December 1, 1979, and continuing on the first day of each and every month until paid in full.

(8%) (14.04 APR)

with interest thereon from date at the rate of eight / 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,

ALL that certain piece, parcel or lot of land, with all improvements thereon, situate, lying and being in Greenville County, South Carolina, on the southern side of the Woodville - Felzer Road, being a portion of Lots 5 and 7 of Woodville Farms, as shown on a Plat thereof, recorded in Plat Book M, at Page 79, and having according to a Plat made by C. O. Riddle, December 16, 1977, and entitled, Property of James E. Davis, recorded in the RMC Office for Greenville County, in Plat Book 6-L, at Page 22, the following metes and bounds, to-wit:

BEGINNING at a spike in the center of said Woodville - Felzer Road and running thence S. 0-08 W. 286.8 ft. to an iron pin; thence S. 80-05 W. 179.4 ft. to an iron pin; thence N. 54-07 W. 137.1 ft. to an old iron pin; thence N. 16-46 E. 280 ft. to a spike in the center of said Woodville - Felzer Road; thence S. 81-35 E. 204.7 ft. to a spike in the center of said road, the point of beginning.

The above described property is the same conveyed to the Mortgagors by two Deeds of James E. Davis, the first being recorded in Deed Book 701, at Page 77, dated June 27, 1962 and recorded June 28, 1962, and the second recorded in Deed Book 1071, at Page 68, dated December 29, 1977 and recorded December 30, 1977.

The above described property is conveyed subject to any rights-of-way or easements of record.

It is understood and agreed that this Mortgage is junior in lien to that Mortgage given by the Mortgagors to First Federal Savings and Loan Association of Greenville, South Carolina, dated December 15, 1962, and recorded in Mortgage Book 909, at Page 221.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or fixtures now or hereafter attached, connected, or fitted thereto 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.

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