

MORTGAGE OF REAL ESTATE

BOOK 1503 PAGE 114

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

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

WHEREAS, Davco Builders, a Partnership

(hereinafter referred to as Mortgagor) is well and truly indebted unto A. E. Pennebaker Co., Inc.

(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 Twelve Thousand and No/100-----

Dollars (\$ 12,000.00) due and payable

on or before August 15, 1980, together with interest as shown on Promissory Note executed of even date herewith.

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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, the Mortgagee's heirs, 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, on the northwestern side of Catechee Road, near the City of Greenville, being a portion of Lots Nos. 79 and 80 as shown on plat of CHEROKEE PARK recorded in the RMC Office for Greenville County in Plat Book C at Page 96 (also see Plat Book G at Page 2), and having the following metes and bounds, to-wit:

BEGINNING at a stake on the northwestern side of Catechee Road, 117 feet southwest from Augusta Road, corner of property of Standard Oil Co., and running thence with line of said property, N.47-00 W. 114.8 feet to a stake; thence S.43-30 W. 25.5 feet to a stake; thence S.14-15 E. 123.5 feet to a stake on Catechee Road; thence with the northwestern side of Catechee Road, N.51-45 E. 64.75 feet to a stake; thence continuing with said Road, N.43-15 E. 30 feet to the beginning corner.

THIS is the same property as that conveyed to the Mortgagor herein by deed from Thomas-Howard Company, Inc. recorded in the RMC Office for Greenville County in Deed Book 1106 at Page 953 on July 18, 1979.

THIS is a second mortgage subject to that certain first mortgage to Thomas-Howard Company, Inc. recorded in the RMC Office for Greenville County in Mortgage Book 1473 at Page 928 on July 18, 1979, in the original amount of \$12,000.00.

THE mailing address of the Mortgagee herein is: 210 W. Stone Avenue  
Greenville, S. C.

RECORDED  
DOCUMENTARY  
STAMP  
\$01.80  
JUL 18 1980

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 is 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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