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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

JOHN H. BANNERSLEY
R.M.C. TO ALL WHOM THESE PRESENTS MAY CONCERN:

MORTGAGE OF REAL ESTATE

WHEREAS, Glen G. Daves and Carol B. Daves,

(hereinafter referred to as Mortgagor) is well and truly indebted unto
Southern Bank and Trust Co.

(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 thousand and no/100----- Dollars (\$ 20,000.00) due and payable

per terms of note of even date

with interest thereon from date at the rate of 18 per centum per annum, to be paid:

per terms of note of even date

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:

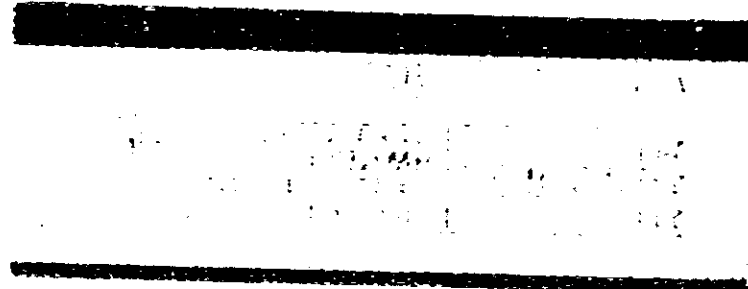
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being shown as Lot No. 37, on plat entitled "Sheet 1, Camelot", prepared by Piedmont Engineers and Architects, February 28, 1969, recorded in the RMC Office for Greenville County, S.C. in Plat Book WWW, at Page 46, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a point on the edge of Lancelot Court, joint front corner of Lots 36 and 37 and running thence with said Court S 13-23 W 30 feet to a point; thence S 47- 42 W 30 feet to a point, joint front corner of Lots No. 37 and 38; thence with the common line of said lots, S 00-13 W 140 feet to a point; thence S 32-22 E 70.7 feet to a point; thence S 74- 34 E 96.6 feet to a point; thence N 7-46 E 346.4 feet to a point; thence with the common line of lots Nos. 37 and 36 S 65- 28 W 164.5 feet to a point, the point of beginning.

This being the same property conveyed to the mortgagors by deed of Robert J. Poterala and Freddie G. Poterala on May 31, 1978 and recorded in Deed Book 1081 at Page 365 .

This mortgage is junior in rank to that certain mortgage given to Fidelity Federal Savings and Loan Association, Greenville, S.C., in the principal amount of \$66,000.00, as recorded in Mortgage Book 1435, at page 321, on May 31, 1978, and having a present balance thereon of approximately \$64,500.00.

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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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