

GREENVILLE CO. S. C.
SEP 1 10 55 AM '82
DONNIE S. TANKERSLEY
R.M.C.

BOOK 1579 PAGE 422

MORTGAGE

THIS MORTGAGE is made this 30th day of August, 1982, between the Mortgagor, James E. Davis and Miriam B. Davis

, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty-nine Thousand Four Hundred Twenty-one and 15/100 (\$29421.15) Dollars, which indebtedness is evidenced by Borrower's note dated August 30, 1982, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 1, 1997.....;

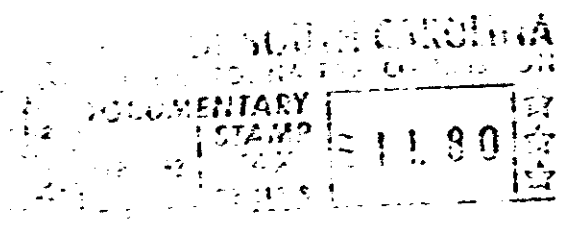
TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina:

ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, near Simpsonville, S. C. and according to plat prepared by John L. Montgomery, III, dated August 18, 1982 and recorded in Plat Book 9-E, at Page 26, in the R.M.C. Office for Greenville County, S.C., said lot is known and designated as Lot 87 of The Shoals Subdivision and is more particularly described with reference to said plat as having the following measurements and boundaries, to-wit:

BEGINNING at a point on the West side of Canterbury Street, the common front corner of the herein described lot and Lot 86; thence running along the common line of said lots North 82-58-21 West 161.49 feet to a point; thence running North 9-27-41 West 74.7 feet to a point; thence running along the common line of the herein described lot and Lot 89 North 80-32-19 East 85.0 feet to a point; thence running along the common line of the herein described lot and Lot 88 South 72-51-27 East 109.98 feet to a point on the West side of Canterbury Street; thence running along the West side of Canterbury Street South 12-19-11 West 76.76 feet to the point of BEGINNING.

This property is subject to any and all easements and rights of way for roads, utilities, drainage, etc. as may appear of record and/or on the premises and to any and all restrictions, covenants or zoning ordinances affecting such property as appear of record. This property is specifically subject to those certain restrictions recorded in Deed Book 1170, at Page 553 in the R.M.C. Office for Greenville County, S.C.

This is the identical tract of land conveyed to Mortgagors herein named by deed of this date from Stanley M. Brown and being recorded in the office of the R.M.C. for Greenville County, S.C. in Deed Book 1173, at Page 169.



which has the address of Route 3, Chesley Drive, Simpsonville, S.C. 29681
(Street) (City)
(State and Zip Code) (herein "Property Address");

TO HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property."

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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