

STATE OF SOUTH CAROLINA

DONNIE S. FANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, N. DEAN DAVIDSON and PATRICIA S. DAVIDSON

P. O. Box 155
Travelers Res, S. C. 29690

(hereinafter referred to as Mortgagor) is well and truly indebted unto

ROBERT A. LEAGUE, JR.

(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 Eighty-five Thousand and no/100ths

Dollars (\$ 85,000.00) due and payable

in accordance with the terms of an agreement between the Mortgagors and the Mortgagee of even date herewith, incorporated herein by reference.

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 those pieces, parcels or tracts of land, with all buildings and improvements, situate, lying and being on the eastern side of Old Buncombe Road, in Greenville County, South Carolina, being shown and designated as Lots No. 1, 2 and 3 on a plat of the PROPERTY OF DAVIDSON, INC., made by Jones Engineering Service, dated June 16, 1971, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin at the southeastern corner of the intersection of Old Buncombe Road with Hudson Street, and running thence with the eastern side of Old Buncombe Road, the following courses and distances: S. 19-50 E., 76 feet to a point, S. 9-48 E., 63 feet to a point, and S. 5-40 W., 81 feet to a point; thence N. 69-30 E., 185 feet to an iron pin; thence N. 2-20 W., 110 feet to an iron pin; thence N. 59-15 E., 60 feet to an iron pin; thence N. 21-20 W., 140 feet to a point on Hudson Street; thence along the southern side of Hudson Street, S. 59-15 W., 230.60 feet to the point of beginning.

EXCLUDING, HOWEVER, the following described property: ALL that piece, parcel or lot of land, with all buildings and improvements, situate, lying and being at the southeastern corner of the intersection of Hudson Street with Old Buncombe Road, in Greenville County, South Carolina, being shown and designated as Lot No. 2 and a part of Lot No. 3 on a plat of the PROPERTY OF DAVIDSON, INC., made by Jones Engineering Service, dated June 16, 1971, having according to a revised plat dated September 20, 1982, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the southeastern corner of the intersection of the right of way of Old Buncombe Road with Hudson Street and running thence with the eastern side of Old Buncombe Road, S. 19-46 E., 73.2 feet to an iron pin; thence N. 62-01 E., 138.3 feet to an iron pin; thence through Lot No. 3, N. 27-54 W., 78 feet to an iron pin on Hudson Street; thence with the southern side of Hudson Street, S. 59-33 W., 128.1 feet to the point of beginning.

The above property is a portion of the same conveyed to the Mortgagors by deed of Davidson, Inc., recorded on May 26, 1972 in Deed Book 944, page 529 in the RMC Office for Greenville County, S. C.

The within mortgage is junior in lien to a first mortgage covering the above described property given by N. Dean Davidson and Patricia S. Davidson to First Federal Savings and Loan Association of Greenville, South Carolina, recorded in Mortgage Book 1235, page 82, in the original sum of \$100,000.00, a 50 per cent interest in which was assigned to First Federal Savings and Loan Association of Lake Worth, Florida, by instrument recorded (CONTINUED ON ADDENDUM)

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 such 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.

The Mortgagor further covenants and agrees as follows:

- (1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

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