

FILED
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DUNN S
R.H.C. WANSLEY

MORTGAGE

THIS MORTGAGE is made this 2nd day of December, 1983, between the Mortgagor, Jack H. Davis Jr. and Janice A. Davis, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association of South Carolina, 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 \$19,600.00 (Nineteen Thousand Six Hundred and no/100-----) Dollars, which indebtedness is evidenced by Borrower's note dated December 2, 1983, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on December 30, 1993;

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 piece, parcel or tract of land in the County of Greenville, State of South Carolina, in Grove Township, being shown on plat of property of R.E. Dalton made November, 1947, and recorded in Plat Book "S" at Page 15, RMC Office for Greenville County and being a portion of Tract No. 23, containing 2.9 acres and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on Sunny Lane at the joint front corner of Tract No. 23 and Tract No. 22-A and running thence along the joint line of said tracts, N. 2-19 E. 488 feet to an iron pin at branch; running thence with the branch as the line S. 85-10 W. 205 feet to an iron pin in Tract No. 23; running thence through Tract No. 23 (a new line), S. 2-19 W. 425 feet; running thence S. 53-48 E. 38 feet to an iron pin on Sunny Lane; running thence along Sunny Lane, S. 85-46 E. 175 feet to an iron pin, the point of beginning.

This is the same property conveyed to Janice Davis by devise of Ruth A. Rogers as set forth in the Office of the Probate Court for Greenville in Apartment 1718 at Pile 16; by deed of Ida Mae Harlan and Sara Bradford recorded in the RMC Office for Greenville County in Deed Book 1182 at page 578; and by quitclaim deeds of Wayne G. Rogers, Wallace R. Rogers, Boyce Rogers and Jimmy C. Rogers recorded in the RMC Office for Greenville County in Deed Book 1196 at Pages 297, 298, 299 and 696, respectively. Janice Davis subsequently conveyed an undivided one-half interest in said property to Jack H. Davis, Jr. by deed recorded in the RMC Office for Greenville County in Deed Book 1201 at Page 790.

which has the address of Rt. 6, Box 239, Sunny Lane, GREENVILLE, SC 29673 (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 seised 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.