

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

DEC 10 4 51 PM '84

DONNIE S. TARKERSLEY

WHEREAS, ROBERT S. SWINSBURG and NORIESSA J. SWINSBURG

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

DEAN L. DAVIS
Post Office Box 1627

(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

Thirty Eight Thousand and no/100-----Dollars (\$ 38,000.00) due and payable

as provided in said promissory note

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

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:

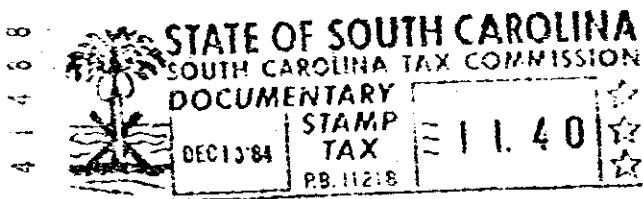
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville:

ALL that piece, parcel or lot of land, with the buildings and improvements thereon, situate, lying, and being in the County of Greenville, State of South Carolina, being known and designated as the tract of 2.66 acres, more or less, as shown on plat entitled "Property of F.M. Medlock", dated January 1971, prepared by C.O. Riddle, and also shown on a plat by C.O. Riddle, dated December 11, 1970, captioned "Property of F.M. Medlock", recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 4-J, Page 1, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center of the intersection of S.C. Road 23-51 and S.C. Road 23-50 and running thence with the center line of S.C. Road 23-51, S. 46-19 W. 923.1 feet to a spike in the joint corner of the subject property and property now or formerly belonging to Lude Medlock; running thence with joint line of said property, N. 8-32 W. 433.7 feet to a spike in the center line of S.C. Road 23-50; running thence with the center of S.C. Road 23-50, as follows: N. 77-52 E. 365.1 feet and continuing N. 70-37 E. 429 feet to the point of beginning.

TOGETHER with all of the right, title, and interest of mortgagor in and S.C. Road 23-50 and S.C. Road 23-51 and any rights of way pertaining thereto.

BEING the same conveyed to the mortgagor by deed of Dean L. Davis, of even date, to be recorded herewith.



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 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.

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