MORTGAGE OF REAL ESTATE—Prepared by Rainey, Fant, Brawley & Horton, Attorneys at Law, Greenville, S. C. BOOK PAGE 40

The State of South Carolina,

COUNTY OF

GREENVILLE

17. 27 9 23 HT 18.00

## To All Whom These Presents May Concern:

HOWARD MARSHALL DAVIS

SEND GREETING:

Whereas,

I

said Howard Marshall Davis

hereinafter called the mortgagor(s) in and by am well and truly indebted to

my certain promissory note in writing, of even date with these presents,
THE SOUTH CAROLINA NATIONAL BANK OF

CHARLESTON, Greenville, South Carolina

hereinafter called the mortgagee(s), in the full and just sum of Ten Thousand Six Hundred and

No/100----- DOLLARS (\$ 10,600.00), to be paid

six (6) months after date,

, with interest thereon from

date

at the rate of Six (6%)

semi-annually interest at the same rate as principal.

cured under this mortgage as a part of said debt.

percentum per annum, to be computed and paid until paid in full; all interest not paid when due to bear

And if any portion of principal or interest be at any time past due and unpaid, or if default be made in respect to any condition, agreement or convenant contained herein, then the whole amount evidenced by said note to become immediately due at the option of the holder thereof, who may sue thereon and foreclose this mortgage; and in case said note, after its maturity should be placed in the hands of an attorney for suit or collection, or if before its maturity it should be deemed by the holder thereof necessary for the protection of its interests to place, and the holder should place, the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses including ten (10%) per cent, of the indebtedness as attorney's fees, this to be added to the mortgage indebtedness, and to be served and the mortgage indebtedness, and to be served of the mortgage indebtedness, and to be served of the mortgage indebtedness.

NOW, KNOW ALL MEN, That I , the said mortgagor(s), in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee(s) according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to Me , the said mortgagor(s) in hand and truly paid by the said mortgagee(s) at and before the signing of these Presents, the receipt thereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said THE SOUTH CAROLINA NATIONAL BANK OF CHARLESTON, Greenville, South Carolina, its successors and assigns, forever:

ALL that lot of land with the buildings and improvements thereon, situate on the Southeast side of Shenandoah Drive and on the Southwest side of Shannon Drive, near the City of Greenville, in Greenville County, S. C., being shown as Lot No. 33 on plat of Section 1, of Lake Forest, made by Piedmont Engineering Service, July, 1953, recorded in the RMC Office for Greenville County, S. C., in Plat Book "G", page 17, and having according to said plat the following metes and bounds:

BEGINNING at an iron pin on the Southeast side of Shenandoah Drive at joint front corner of Lots 33 and 34, and running thence with the line of Lot 34, S. 30-40 E., 209 feet to an iron pin; thence N. 59-20 E., 106.7 feet to an iron pin on the Southwest side of Shannon Drive; thence along the Southwest side of Shannon Drive, N. 29-31 W., 184.1 feet to an iron pin; thence with the curve of Shannon Drive and Shenandoah Drive (the chord being N. 37-57 W., 34.9 feet) to an iron pin on the Southeast side of Shenandoah Drive; thence along the Southeast side of Shenandoah Drive, S. 59-20 W., 85.8 feet to the beginning corner.

THIS is the same property conveyed to the Mortgagor herein by deed of Margie R. Lesley, dated October 26, 1956, recorded in the RMC Office for Greenville County, S. C., in Deed Book 564, at page 208.