

FILED
GREENVILLE CO. S. C.

BOOK 1205 PAGE 327

HORTON, DRAWDY, DILLARD, MARCH, MARKS, CHAPMAN & BROWN, P.A., 307 PETTIGRU STREET, GREENVILLE, S. C. 29603

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

OLLIE FARNSWORTH
R.H.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, N. DEAN DAVIDSON

(hereinafter referred to as Mortgagor) is well and truly indebted unto W. C. BURGIN

(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

Twenty Six Thousand Nine Hundred Twenty Five and no/100 Dollars (\$ 26,925.00) due and payable

as provided for in said note

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

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 piece, parcel or lot of land, together with buildings and improvements thereon or to be constructed thereon, situate, lying and being on the Southwestern side of U. S. Highway No. 25 (Poinsett Highway) and the Northeastern side of Thompson Street near the City of Greenville in Greenville County, South Carolina, being a portion of property shown on a Plat of the Property of Homer Styles and Ruth Mauldin, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 00, Page 15, and being shown on a Plat of a survey for N. Dean Davidson made by Carolina Surveying Company dated August 6, 1971, recorded in the RMC Office for Greenville County, South Carolina in Plat Book 4K, Page 145, and having according to the last mentioned Plat, the following metes and bounds to wit:

BEGINNING at an iron pin on the Southwestern side of Poinsett Highway at the corner of property now or formerly owned by The Trustees of The Enoree Presbytery and running thence along the line of said property, S. 66-27 W., 540.8 feet to an iron pin on the Northeastern side of Thompson Street; thence along the Northeastern side of Thompson Street, N. 51-05 W., 134.4 feet to an iron pin; thence with a creek as the line, the traverse line being N. 39-16 E., 164.5 feet to an iron pin; thence continuing with said creek as the line, the traverse line of which is N. 40-50 E., 146. feet to an iron pin; thence along the line of property leased to Robert F. Coleman, Inc., S. 40-08 E., 97.1 feet to an iron pin; thence continuing along said line, N. 46-13 E., 247.7 feet to an iron pin on Poinsett Highway; thence along the Southwestern side of Poinsett Highway, S. 38-32 E., 255.4 feet to an iron pin, the beginning corner, being the same property conveyed to the Mortgagor herein of an even date herewith by deed of Homer Styles and Burgin Motor Co., Inc. to be recorded, this being a purchase money mortgage.

As a part of the consideration for this mortgage and the note which the same secures, the Mortgagor herein reserves the right from time to time upon request to have the lien of this mortgage fully subordinated as a junior or secondary lien to any first mortgage hereafter placed upon successive increments of the above described property for the purposes of constructing buildings and improvements, the amount of each successive increment to be the amount of the above described property covered by any building and related improvements in addition to all property lying in front of said building extending to the Poinsett Highway in that area covered by projecting in parallel lines the sides of any such successive buildings to the edge of the right of way of Poinsett Highway, said subordination to be executed and delivered in due form of law.

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.