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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

RECORDED
1978 NOV 20

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, MARION Y. DAVIS

(hereinafter referred to as Mortgagor) is well and truly indebted unto Leroy Cannon Realty, Inc., George Banks and Shelby J. Banks

(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

Seven Thousand Five Hundred & No/100 _____ Dollars (\$ 7,500.00) due and payable
In equally monthly installments of \$155.69 which includes principal and interest,
payable over a five year period.

with interest thereon from date _____ at the rate of 9% per centum per annum, to be paid: monthly

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:

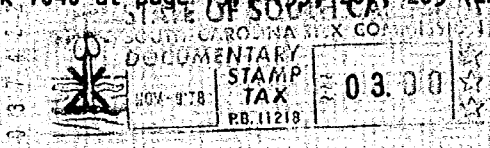
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, located approximately four miles East of Marietta, and containing 8 acres according to a plat prepared by Charles K. Dunn and T. C. Keith Associates, Surveyors, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin 640 feet from Talley Bridge Road, along the center line of a 50 feet Dirt Street and running thence along a Dirt Street N. 59-42 W. 210 feet to an iron pin; thence continuing along said Dirt Street, N. 36-21 W. 366.64 feet; thence N. 07-19 E. 143.38; thence continuing N. 01-53 W. 150.55 feet; thence leaving said Dirt Street along the property of Banks and Cannon, S. 86-17 E. 832.84 feet to a Dirt Street, thence along said Dirt Street, S. 35-03 W. 128.21 feet; thence S. 43-43 W. 221.26 feet; thence continuing S. 24-38 W. 286.2 feet; thence continuing S. 32-15 W. 130 feet; thence across the corner of said lot, S. 80-48 W. 30.97 feet to the beginning corner.

This conveyance is made subject to all easements, restrictions and rights of way.

This is a purchase money mortgage.

This being a portion of the same property conveyed unto Shelby J. Banks and George Banks, by deed recorded in the R.M.C. Office for Greenville County, S. C. in Deed Book 1040 at page 450 and recorded the 30th day of July, 1976, and by deed recorded in Deed Book 1040 at page 197, 199, 201, 203 (Emma P. Nelson, et. al. 7/26/76).



This being a portion of the same property conveyed from Leroy Cannon and Ailine Cannon by deed recorded in the R.M.C. Office for Greenville County, S. C. in Deed Book 1091 at page 659, recorded the 15th day of November, 1978.

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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 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.