

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

SEP 5 11 24 AM '81
TANKERSLEY
R.M.C.

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

WHEREAS, THOMAS L. DAVIS and MARGARET P. DAVIS

(hereinafter referred to as Mortgagor) is well and truly indebted unto L. Kirkwood McMinn, Jr., and Kathy N. McMinn, 12100 Richland Drive, Catharpin, Virginia 22018

notes
(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

Forty-Nine Thousand Six Hundred and No/100 ----- Dollars (\$ 49,600.00) due and payable as per two notes in the amount of Ten Thousand and No/100 (\$10,000.00) Dollars and Thirty-Nine Thousand Six Hundred and No/100 (\$39,600.00) Dollars.

with interest thereon from at the rate of per centum per annum, to be paid as per the terms of said notes.

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 and being further described as follows:

ALL that lot of land in Greenville County, South Carolina, being known and designated as Lot No. 1 of a subdivision known as Spring Valley Park as shown on plat thereof prepared by Piedmont Engineering Service on the 18th day of July, 1960, and being recorded in the RMC Office for Greenville County in Plat Book ZZ at page 67, being more particularly described thereon as follows:

BEGINNING at a point on the southern side of Edwards Road at the joint front corner of Lots 1 and 6, and running thence with the line of Lot 6 S. 24-19 E. 196.4 feet to a pin at the corner of Lot No. 2; thence with the line of Lot No. 2, N. 42-20 E. 200 feet to a pin on Springvalley Road; thence with the western side of Springvalley Road N. 47-04 W. 118 feet to a pin; thence with the curve of the intersection of Springvalley Road and Edwards Road, the chord of which is N. 82-48 W. 28.8 feet to a pin on Edwards Road; thence with the southern side of Edwards Road S. 62-05 W. 89.1 feet to a pin; thence continuing with Edwards Road S. 64-51 W. 23.3 feet to the point of beginning.

This is that property conveyed to Mortgagor by Deed of Larry Kirkwood McMinn, Jr., and filed concurrently herewith.

This mortgage shall be non-assumable.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
DOCUMENTARY
STAMP
TAX
FEE

400 0 35711801

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.

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