

MORTGAGE

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THIS MORTGAGE is made this 8th day of April 1982, between the Mortgagor, JOHN C. DAVIS AND NANCY S. DAVIS (herein "Borrower"), and the Mortgagee, FIRST NATIONAL BANK OF SOUTH CAROLINA, a corporation organized and existing under the laws of State of South Carolina, whose address is P. O. Box 2568 Greenville, South Carolina 29602 (herein "Lender").

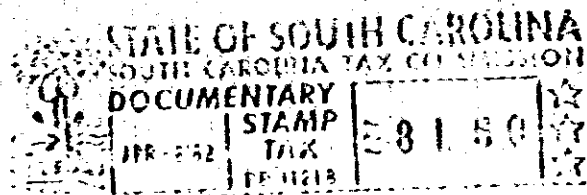
WHEREAS, Borrower is indebted to Lender in the principal sum of Two Hundred Four Thousand and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated April 8, 1982 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 1, 2012.

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina:

All that piece, parcel or lot of land situate, lying and being on the Western side of Babbs Hollow, in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 49 as shown on a plat entitled "Collins Creek, Section Two", dated July 30, 1979, prepared by C. O. Riddle, Surveyor, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 7-C at page 57, and having, according to said plat and a more recent plat entitled "Property of John C. Davis and Nancy S. Davis", dated April 6, 1982, prepared by Freeland & Associates, the following metes and bounds:

BEGINNING at an point on the Western side of the right of way of Babbs Hollow, and running thence S. 79-26 W. 36.96 feet to a point; thence N. 42-10 W. 167.33 feet to a point; thence N. 26-20 W. 71.03 feet to a point; thence N. 47-26 E. 208.31 feet to a point; thence N. 70-00 E. 21.84 feet to a point; thence S. 9-45 E. 288.05 feet to a point on the Western side of the right of way of Babbs Hollow; thence S. 43-09 W. 62.25 feet to a point on the Western side of the right of way of Babbs Hollow to the point of beginning.

This is the identical property conveyed to the Mortgagor, John C. Davis, by deed of Lynn F. Rowell, dated May 20, 1981, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1148 at page 495, on May 20, 1981.



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which has the address of Lot 49, Babbs Hollow Greenville, South Carolina (herein "Property Address");

To HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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