

P. O. Box 10148
Greenville, S. C.

FILED
GREENVILLE, S. C.
MORTGAGE

BOOK 1381 PAGE 681
VOL 68 PAGE 682

OCT 29 2 01 PM '76
THIS MORTGAGE is made this 29th day of October 1976, between the Mortgagor, Gary J. Davis and Shelley K. Davis (herein "Borrower"), and the Mortgagee, Carolina Federal Savings & Loan Assn., a corporation organized and existing under the laws of the State of S. C., whose address is P. O. Box 10148 Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-five thousand nine hundred Dollars, which indebtedness is evidenced by Borrower's note dated October 29, 1976 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on November 1, 2006.

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 certain piece, parcel, or lot of land, situate, lying and being on the eastern side of Frankfort Court, in the County of Greenville, State of South Carolina, being shown and designated as Lot 16 on a Plat of Section 1, POWDERHORN, recorded in the RMC Office for Greenville County in Plat Book 4-X, at Page 95, and having, according to said Plat, the following metes and bounds:

BEGINNING at an iron pin on the eastern side of Frankfort Court, joint front corner of Lots 16 and 17, and running thence N 61-15 E, 149.90 feet to an iron pin; thence N 31-30 W, 86.4 feet to an iron pin, joint rear corner of Lots 15 and 16; thence with the common line of said Lots, S 55-00 W, 150.0 feet to an iron pin on the eastern side of Frankfort Court; thence with said Frankfort Court, S 31-30 E, 70.0 feet to an iron pin, the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of Creative Builders, Inc., dated October 29, 1976, to be recorded simultaneously herewith. Carolina Federal Savings & Loan Association of Greenville, S.C.

HAYNSWORTH, PERRY
Clerk
OCT 29 3 21 PM '76
GREENVILLE, S. C.

Donald H. Pelt
September 14 19 79
Karen Ann Miller
Witness

SEP 15 1976
David S. Linsley

STATE OF SOUTH CAROLINA
DOCUMENTARY STAMP TAX
OCT 29 1976
14.36
73-11218

9417

which has the address of 104 Frankfort Court Simpsonville
S. C. 29681 (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".

2.0001

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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