

Nov 26 9 51 AM '13  
STATE OF SOUTH CAROLINA  
COUNTY OF Greenville  
WANNIE S. TANKERSLEY  
R.H.C.

BOOK 1295 PAGE 789

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Daniel Alfred Davis

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank and Trust Company

(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 Two thousand eight hundred and eighty-eight dollars and twenty-eight cents. Dollars (\$2,888.28) due and payable

with interest thereon from date at the rate of 7 per centum per annum, to be paid:

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.

ALL that piece or lot of land located near the City of Greenville, County of Greenville, State of South Carolina, with improvement thereon, and being known and designated as Lot No. 11 in a plat of property of W. T. Patrick and William R. Timmons, said plat being recorded in R. M. C. Office for Greenville County in Plat Book P. P., at page 131, and having according to said plat, the following metes and bounds, to wit:

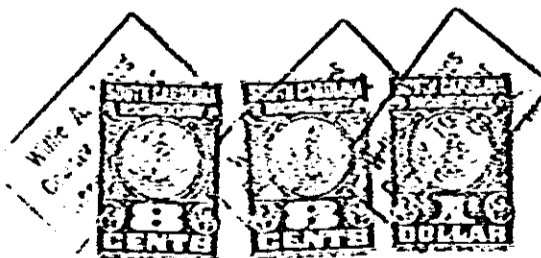
BEGINNING at an iron pin on the northern side of Lawnview Court at the joint front corner of Lots Nos. 10 and 11 and at a point 185 feet southwest of the intersection of Lawnview Court and Nichols Drive and running thence with the northern side of Lawnview Court S. 55 degrees 40 feet W. eighty (80') feet to an iron pin at the corner of Lot No. 12; thence with the line of Lot No. 12 N. 34 degrees 20' feet W., one hundred eighty-two and seven tenths (182.7') feet to an iron pin in the real line of Lot Nos. 5 and 6; thence N. 55 degrees 40' E. eighty (80') feet to an iron pin at the rear corner of Lot No. 10; thence with the line of Lot No. 10 S. 34 degrees 20' E. one hundred and eighty-two and seven-tenths (182.7') feet to an iron pin on the northern side of Lakeview Court, the point of beginning.

This being the same property heretofore conveyed to Grantor herein by deed of Curtis P. Berry and Diane Berry dated July 28, 1969, and recorded July 28, 1969, in the R. M. C. Office for Greenville County in Deed Book 872 at Page 510.

Grantee herein specifically assumes that certain mortgage from Curtis P. Berry and Diane Berry to Collateral Investment Company dated June 21, 1967 in the amount of \$13,350.00 and recorded in the R. M. C. Office for Greenville County in Mortgage Book 1061 at Page 87.

This conveyance is made subject to all easements, reservations, rights of way, restrictions, encroachments, and covenants of record which may affect the above described property.

Grantor's deed is recorded in Book 908, Page 350 in R. M. C. Office for Greenville County.



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.

RECORDED

1328-NV-2