

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

FILED
GREENVILLE, CO. S. C.

OCT 18 3 34 PM '76
DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, John Sherbert and Aileen Sherbert, brother and sister,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Clyde N. Davis

(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

Six Thousand Thirty Dollars

Dollars (\$6,030.00) due and payable

09 OCT 1976

with interest thereon from Oct. 16, 1976 at the rate of six (6) per centum per annum, to be paid: in equal annual installments of One Thousand Dollars (\$1,000.00) beginning October 15, 1977 and each year thereafter until paid in full.

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 bounded on the north by lands of grantor and on the south by land of grantee being all of that tract of land shown on a plat recorded in Plat Book 5W, Page 29, in the RMC Office for Greenville County and being more particularly described as follows:

250 M

BEGINNING at a point in the center of the Greer and Gowansville Road (also known as Wingo Road) being the southeast corner of Herbert Otto Smith property and the northeast corner of property being conveyed to grantees; thence with the line of said road S. 18-48 W. 296.4 feet to a point in said road; thence N. 86-35 W. 288.0 feet to a point; thence N. 40-25 W. 298.0 feet to an iron pin; thence N. 68-35 W. 206.0 feet to an iron pin; thence S. 87-07 E. 769.0 feet to the point of beginning.

DERIVATION: This is the same property conveyed to mortgagors by deed of Herbert Otto Smith, recorded in the RMC Office for Greenville County in Deed Book , Page , said deed being dated October 16, 1976 and recorded October , 1976.

ALSO, all that piece, parcel or lot of land in Highland Township, Greenville County, State of South Carolina and lying on the west side of the Greer and Gowansville road, joined on the South by Clayton land and on the North and West by A. J. Neves and on the East by the above said road. Having the following metes and bounds, courses and distances:

BEGINNING at an iron pin in said road, thence with said road as the line N. 17-45 E. 250 feet to a pin in said road; thence N. 86-35 W. 288 feet to an iron pin; thence N. 40-25 W. 298 feet to an iron pin; thence N. 68-35 W. 206 feet to an iron pin; thence S. 10-25 W. 545 feet to an iron pin on the Clayton line; thence with the said Clayton line 87-05 E. 690 feet to an iron pin in the above said road at the beginning corner, containing 5.85 acres more or less.

DERIVATION: This is the same property conveyed to mortgagors by deed of John Sherbert dated July 24, 1976, and recorded in the RMC Office for Greenville, South Carolina in Deed Book 1040, Page 335, recorded on July 28, 1976.

432000

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
TAX
OCT 18 1976
\$ 02.44
FD 11218

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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