

P.O. Box 969  
Greer, S. C. 29651

FILED  
GREENVILLE CO. S.C.

1438 920

121 MORTGAGE

DANIEL S. TAMMERSLEY  
R.M.C.

THIS MORTGAGE is made this 19th day of July, 1973, between the Mortgagor, Bill M. Davis, Jr. and Nancy D. Davis (herein "Borrower"), and the Mortgagee, GREER FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of SOUTH CAROLINA, whose address is 107 Church Street, Greer, South Carolina 29651 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-four Thousand and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated July 19, 1978 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 1, 2008.

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 in the State of South Carolina, County of Greenville, being known and designated as Lot No. 154 according to plat entitled "Heritage Lakes Subdivision" prepared by Heaner Engineering Co., Inc., as revised October 26, 1977, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 6-H, at page 17, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on Five Gait Turn, joint front corner of Lots 153 and 154, and running thence with the common line of said lots S. 08-59-44 E. 212.08 feet to a point in the line of Lot 165; thence turning and running with the common line of Lots 154 and 165, S. 82-06-55 W. 109 feet to a point, joint corners of Lots 165, 154 and 156; thence turning and running with the common line of Lots 154 and 156 N. 16-55-24 W. 88 feet to a point in the line of Lot 154 at the joint corner of Lots 155 and 156; thence running with the common line of Lots 154 and 155 N. 09-01-33 E. 148.70 feet to a point on Five Gait Turn, joint front corner of said lots; thence turning and running with Five Gait Turn N. 89-26-13 W. 91.76 feet to the point of beginning.

This is the same property conveyed to the Grantors herein by Nelson and Turner Home Builders, a South Carolina Partnership, by deed of even date recorded herewith.

STAMP  
TAX \$13.00  
RECORDED

which has the address of Five Gait Drive Greenville, S. C. (Street) (City) (State and Zip Code) (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 seized 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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