

Route 5, Greer, S. C. 29651

MORTGAGE OF REAL ESTATE—HAWKINS, ELLIS & HUGHES, ATTORNEYS AT LAW, GREER, SOUTH CAROLINA

FILED

State of South Carolina

JUL 7 11 10 AM '79
DONNIE HANPERSLEY
R.M.C.

1487 482

COUNTY OF GREENVILLE

To All Whom These Presents May Concern: I, Fred Painter,

hereinafter called

the Mortgagor(s), SEND GREETING:

WHEREAS, the said Mortgagor(s) in and by his certain promissory note in writing, of even date with these Presents, is well and truly indebted to G. W. Davis

hereinafter called Mortgagee, in the full and just sum of

- -THIRTY-FIVE THOUSAND AND NO/100 (\$35,000.00)- - - - - DOLLARS, to be paid in monthly installments of THREE HUNDRED NINETY-SEVEN AND 65/100 (\$397.65) DOLLARS each, the first such installment being due on the seventh day of December next hereafter, and on the same day of each succeeding month until paid in full.

with interest thereon from date at the rate of 12 1/2 per centum per annum, to be computed and paid monthly in said installments until paid in full; all interest not paid when due to bear interest at the same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, who may sue thereon and foreclose this mortgage; and in case said note should be placed in the hands of an attorney for suit or collection the Mortgagor(s) agrees to pay all costs and expenses including a reasonable amount as attorney's fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW KNOW ALL MEN, That the said Mortgagor(s), in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mortgagee according to the terms of the said note, and also in consideration of the further sum of Three Dollars to the said Mortgagor(s) paid by the said Mortgagee at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said Mortgagee, his heirs and assigns:

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, Chick Springs Township, City of Greer, on the west side of Memorial Drive (formerly Piedmont Avenue) and being a portion of Lot No. 4 as shown on a plat of Morrow Heights, recorded in Plat Book D, pages 196-197, and more recently identified as G-14-3-13 on a plat of property prepared for Vernon Duncan by Wolfe & Huskey, Surveyors, dated March 16, 1977, revised August 23, 1977, recorded in Plat Book 6-W, page 91, and according to said plat, having the following metes and bounds:

BEGINNING at an iron pin on the west side of Memorial Drive, corner of G14-3-14, and running thence with line of said lot N. 77-17 W. 150.7 feet to an iron pin; thence N. 08-05 E. 79.96 feet to an iron pin in center of a 10-foot right of way; thence with the center of said right of way S. 78-26 E. 155.58 feet to an iron pin on the west side of Memorial Drive; thence therewith S. 11-34 W. 82.8 feet to the point of beginning.

Said property is subject to all rights of way, restrictions, and City and County ordinances affecting same.

This being the same property conveyed to mortgagor by deed of Vernon Duncan dated July 26, 1979, and recorded July 31, 1979, in Deed Book 1108 at page 187, R.M.C. Office for Greenville County.

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
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