

MORTGAGE OF REAL ESTATE -

1984 08319

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
CO. S. C.
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R.M.C.
SHIRLEY DAVIS

MORTGAGE OF REAL ESTATE

WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, SHIRLEY D. 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 Fourteen Thousand and No/100

Dollars (\$ 14,000.00) due and payable

on or before July 19, 1980.

with interest thereon from date hereof at the rate of -15.25- per centum per annum, to be paid: At maturity

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, City of Greenville, being shown and designated as Lot No. 496 on plat of Section D, Gower Estates, recorded in the RMC Office for Greenville County, S. C., in Plat Book "RR" at Pages 192 and 193, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwesterly side of Shallowford Road at the joint corner of Lots Nos. 495 and 496 and running thence along the line of Lot No. 495, N. 57-04 W. 166.5 feet to an iron pin; running thence N. 35-00 E. 71 feet to an iron pin; running thence N. 26-12 E. 34 feet to an iron pin; running thence with line of Lot No. 497, S. 58-35 E. 162.6 feet to an iron pin on the northwesterly side of Shallowford Road, running thence with the line of said road S. 29-40 W. 55 feet to an iron pin; thence continuing with said road, S. 30-53 W. 55 feet to the point of beginning.

This mortgage is subordinate and junior to that mortgage given to Fidelity Federal Savings & Loan Association by the Mortgagor herein, recorded in the RMC Office for Greenville County, S. C. in Mortgage Book 1406, at Page 255, dated and recorded August 5, 1977.

Derivation: Russell K. SIMMS, et al, Deed Book 1061, at page 956, recorded August 5, 1977.

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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 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 all lawful claims and demands whatsoever.

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