

MORTGAGE OF REAL ESTATE -
GREENVILLE CO. S. C.

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STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

SEP 2 2 51 PM '80
DONNIE S. TANKERSLEY
FROM WHOM THESE PRESENTS MAY CONCERN:
R.M.C.

WHEREAS, MELVIN DAVIS AND DAWNHAINES L. DAVIS

(hereinafter referred to as Mortgagor) is well and truly indebted unto SOUTHERN BANK & 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
FIFTEEN THOUSAND AND 00/100----- Dollars (\$15,000.00) due and payable

ONE HUNDRED EIGHTY (180) DAYS FROM DATE; TOTAL OF PAYMENTS \$15,998.63;

with interest thereon from DATE at the rate of 13.50 APR 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:

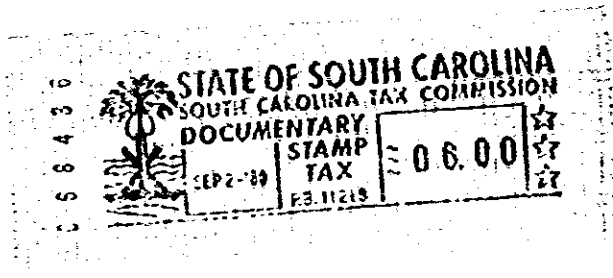
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, known as Lot #1 on plat of Subdivision of Lila Lee Sewell's Property and having the following courses and distances: BEGINNING at an iron pin on the west side of Anderson Street, corner now or formerly of helson property; running thence N. 45-30 W., 140 feet to an iron pin, corner of lot #5; thence with line of lots #5 & 6, S. 47 W., 94 feet to an iron pin, corner of lot #2; thence S. 43 E., 140 feet to an iron pin on Anderson Street; thence with Anderson Street, N. 47 E., 100 feet to the beginning corner; less, however that portion of property granted to South Carolina Highway Dept. Right of Way, recorded on Docket #23-547.

Being the same property devised to Dawnhaines L. Davis by the Will of her father, Sullivan C. Franks, as can be seen in the Probate Records for Greenville County in Apt. 1041, file 16.

It is understood and agreed that this mortgage is second and junior in lien to that Real Property Agreement held by First Federal Savings and Loan Association recorded in book 1058 at page 754 on June 16, 1977, having a current balance of \$4,827.24.

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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

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