

STATE OF SOUTH CAROLINA } FILED
COUNTY OF GREENVILLE } GREENVILLE CO. S.C. MORTGAGE OF REAL ESTATE
MAR 2 11 57 AM '81 TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Carol B. DAVES, JOHN E. TANNERSLEY
R.M.C.

(hereinafter referred to as Mortgagor) is well and truly indebted unto

Southern Bank and Trust Co.

(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

Eighty seven thousand and no/100----- Dollars (\$ 87,000.00) due and payable

per terms of note of even date
with interest thereon from _____ date _____ at the rate of 14% per centum per annum, to be paid:

per terms of note of even date
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 lying on the northern side of U.S. Highway I-85 being shown and designated as part of Lot 11, containing 6.55 acres, on a plat entitled "Property of Rosa F. Douglas", prepared by Dalton and Neves, dated April, 1959, recorded in the RMC Office for Greenville County, South Carolina in Plat Book 5-Y at Page 100, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the Northern edge of the right of way of U. S. Highway I-85 at the joint front corner of lots 10 and 11, and running thence N 31-15 W 665.7 feet to a point; thence S 85-41 W 165 feet to a point; thence S 46-20 W 169.4 feet to a point; thence S 13- 25 W 259 feet to a point; thence S 31- 00 E 337 feet to a point; thence N 78-28 E 223 feet to a point; thence N 11-32 W 10 feet to a point; thence N 78- 28 E 202.3 feet to a point; thence S 11 - 32 E 10 feet to a point; thence N 78- 28 E 99.2 feet to the point of beginning.

This being the same property conveyed to the mortgagor by deed of Daniel Rhoades to be recorded herewith.

Mortgagor shall not transfer, assign or pledge the five shares of J.M.S. INC., stock referred to in the deed from Daniel Rhoades to the mortgagor filed in the above RMC Office in Deed Book 1143, Page 472 and upon payment in full of this mortgage, this restriction shall become null and void. In the event of default of any terms and conditions of this mortgage the mortgagor agrees to deliver possession of the certificate of shares of J.M.S. INC. herein noted, to the mortgagee, which agreement shall be specifically enforceable.

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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 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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