

FILED
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DENN LINDERSLEY
S. C.

MORTGAGE

PRO. 1559 PAGE 330

THIS MORTGAGE is made this 3rd day of December 1981, between the Mortgagor, James B. Davis and Holly M. Davis (herein "Borrower"), and the Mortgagee, First National Bank of South Carolina, a corporation organized and existing under the laws of South Carolina, whose address is P. O. Box 225, Columbia, South Carolina 29202 (herein "Lender").

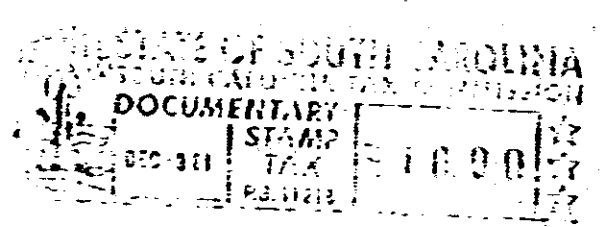
WHEREAS, Borrower is indebted to Lender in the principal sum of Forty Thousand and No/100 (\$40,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated December 3, 1981 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 1, 2012;

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 with the buildings and improvements thereon, lying and being on the southwesterly side of Sandy Creek Court, near the City of Greenville, S. C., being known and designated as Lot 266 on plat entitled "Map No. 1, Section One, Sugar Creek" as recorded in the RMC Office for Greenville County, S. C., in Plat Book 5D, at page 18, and having according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin on the southwesterly side of Sandy Creek Court, said pin being the joint front corner of Lots 265 and 266, and running thence with the common line of said Lots N 76-39-49 W 172.45 feet to an iron pin at the joint rear corner of Lots 265 and 266; thence S 20-28-20 E 211.40 feet to an iron pin; thence N 44-09-50 E 154.55 feet to an iron pin on the southwesterly side of Sandy Creek Court; thence with the southwesterly side of Sandy Creek Court on a curve the chord of which is N 16-15-00 W 49.37 feet to an iron pin, the point of beginning.

This being the same property conveyed to mortgagors herein by deed of Kathryn P. Mitchell dated and recorded January 15, 1981 in Deed Book 1140 at page 879.



which has the address of 108 Sandy Creek Court, Greer, (City)

SC 29651 (herein "Property Address"); (State and Zip Code)

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 seised 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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