MARCHBANKS, CHAPMAN, & HARTER, P.A. MORTGAGE OF REAL ESTATE -

111 TOY STREET, GREENVILLE, S. C. 29603 Mortgagee's address:

907 N. Main Street Marion, S. C. 29571

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

GAGE OF REPORTED CO. S. C. MORTGAGE OF REAL ESTATE 300x1566 PAGE377 MAR (1) 1 28 PH 102L WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

Sara G. Davis

(hereinafter referred to as Mortgagor) is well and truly indebted unto Joseph M. Davis, Sr.

(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 Twenty Thousand and no/100 ----------- Dollars (\$ 20,000.00) due and payable

as provided per terms of said note of even date

with interest thereon from

date

at the rate of

per centum per annum, to be paid:

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:

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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 Mortgager 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, in Austin Township about two (2) miles West of Simpsonville on the Northern side of Billy Garrett Road, containing twenty-two (22) acres, more or less, and having the following courses and distances:

BEGINNING at a point in the center of said Road at the joint front corner of J. A. Patton property, and running thence along the Patton line N. 5-30 E. 1130 feet, more or less, to a stone; thence with the line of Heyward Thompson property N. 65-30 W. 726 feet to a point; thence along the line of J. E. Baskin property S. 25-00 W. 792 feet to a point; thence S. 5-30 W. 194 feet to a point in the center of said Road; thence along the center of Billy Garrett Road S. 58-30 E. 1034 feet, more or less, to the point of beginning.

This being the same property conveyed to the Mortgagor and Joseph M. Davis, Jr., by deed of Ann G. Wood, dated July 12, 1976, recorded July 12, 1976 in Deed Book 1039 at Page 475. Thereafter, Joseph M. Davis, Jr. conveyed his undivided one-half (1/2) interest in the subject property to Sara G. Davis by deed dated February 14, 1980, recorded February 15, 1980 in Deed Book 1120 at Page 660 in the R.M.C. Office for Greenville County.

This mortgage is third and junior in lien to that mortgage given to The Federal Land Bank of Columbia in the original amount of \$71,200 dated September 17, 1973, and recorded in the R.M.C. Office for Greenville County in REM Book 1291 at Page 105 and also that mortgage given to Ann G. Woods in the original amount of \$19,000, dated July 12, 1976, and recorded in REM Book 1372 at Page 529.

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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 usyal household furniture, be considered a part of the real estate.

OTO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Moutgagor 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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