

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
CO. S. C.
APR 16 1 28 PM '82
DONNELL
H.M.C.

MORTGAGE OF REAL ESTATE

ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Gary C. Davis

(hereinafter referred to as Mortgagor) is well and truly indebted unto Robert A. Hazard

(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-seven Thousand

Dollars (\$ 27,000.00) due and payable

with interest thereon from even date at the rate of ten (10) per centum per annum, to be paid: as set forth in said note.

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, about 4 miles west of the City of Greenville near the Old Easley Bridge Road being known and designated as the major portion of Lot 10 of a subdivision known as "Avice-Dale," part of which is recorded in the RMC Office for Greenville County, South Carolina, in Plat Book B, Page 53 and having according to a recent survey prepared by Pickell & Pickell, engineers, September 1, 1954, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the south side of Avice-Dale Drive joint front corner of Lots 10 and 11 and running thence with the joint line of said Lots S 55-20 E 635.2 feet to an iron pin; thence S 32-00 W 414.3 feet to an iron pin; thence S 30-35 W 14.7 feet to an iron pin joint rear corner of Lots 9 and 10; thence with the joint lines of said Lot N 58-40 W 413.6 feet to an iron pin; thence N 35-31 E 196 feet to an iron pin; thence N 47-44 W 214 feet to an iron pin on the south side of Avice-Dale Drive; thence with said Drive N 32-23 E 20 feet to an iron pin; thence continuing with said Drive N 25-58 E 200.8 feet to an iron pin; thence continuing with said Drive N 22-21 E 8.8 feet the beginning corner and containing 5.3 acres.

DERIVATION: This being the same property conveyed to Mortgagor by deed of Mortgagee which was recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1165, Page 448, on April 16, 1982.

This mortgage is non-assumable. Any transfer of the property described above by any means, including, but not limited to, sell, lease for a period longer than one year, bond for title, lease with option to purchase, contract for deed, or any other means, shall cause the indebtedness evidenced by the mortgagor's promissory note to immediately become due and payable at the option of the Note holder. Note holder shall be notified of any such intended transfer.

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STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
APR 16 1982
TAX
\$ 10.80

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 the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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