

SEP 14 12 26 PM '82

BOOK 1580 PAGE 369

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE } DONNIE S. TANKERSLEY R.M.C. MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, River Falls Baptist Church

(hereinafter referred to as Mortgagor) is well and truly indebted unto Troy L. Davis and Jo Ann Davis

(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-three Thousand Dollars (\$ 23,000 00 ) due and payable

with interest thereon from even date at the rate of 12 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:

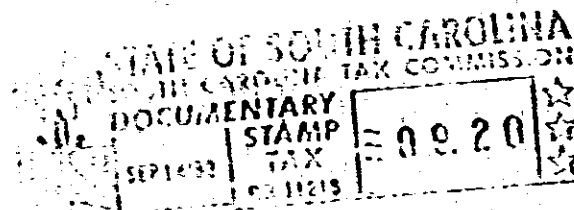
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the north side of Gap Creek Road, in Cleveland Township, as shown on a survey entitled "Survey for Troy L. Davis and Jo Ann Davis", dated November 11, 1977, prepared by W. R. Williams, Jr., R.L.S. and having, according to said survey, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the north side of Gap Creek Road, at the corner of the property herein conveyed and property now or formerly of Varner, said iron pin being 276 feet east of the intersection of Jones Gap Road and Gap Creek Road, and thence running N 1-20 E 185.6 feet to an iron pin on the bank of the Middle Saluda River, 35 feet more or less from the center line of said river, (said center line of the Middle Saluda River being the property line); thence along the center line of said river as the line, the traverse lines of which are: S 65-55 E 85.8 feet to a pin (30 feet more or less from the center line), and N 73-05 E 116.9 feet to a pin on the bank (25 feet more or less from the center line); thence turning and running S 12-35 W 178.5 feet to an iron pin on the north side of Gap Creek Road; thence turning and running along the north side of Gap Creek Road, S 86-20 W 156 feet to the point of beginning.

DERIVATION: This being the same property conveyed to Mortgagor herein by deed of Mortgagee as recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1173 , Page 775 , on September 14 , 1982.

Execution of this mortgage and the note which is secured hereby was approved at a congregational meeting of the mortgagor on August 29, 1982 and the undersigned were authorized at that meeting to execute said note and this mortgage.

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

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