

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S.C.
JUL 22 3 46 PM '83
R.M.C. SHERSLEY

1817-280

MORTGAGE
OF
REAL PROPERTY

THIS MORTGAGE, executed the 22nd day of July 19 83, by Carol B. Daves (hereinafter referred to as "Mortgagor") to First National Bank of South Carolina (hereinafter referred to as "Mortgagee") whose address is P.O. Box 2568, Greenville, South Carolina 29602

WITNESSETH:

IN CONSIDERATION of the sum of Three Dollars (\$3.00) paid to Mortgagor by Mortgagee and in order to secure the payment of a promissory note including any renewal, extension or modification thereof (hereinafter referred to as the "Note"), dated July 22, 1983 to Mortgagee for the principal amount of \$103,000.00 Dollars, plus interest thereon and costs of collection, including attorneys' fees, and to further secure all future advances or re-advances that may subsequently be made to Mortgagor by Mortgagee evidenced by the aforesaid Note or any renewal, extension or modification thereof or evidenced by any instrument given in substitution for said Note, Mortgagor has granted, bargained, sold and released to Mortgagee and the successors and assigns of Mortgagee, and by this Mortgage does grant, bargain, sell, and release to Mortgagee and the successors and assigns of Mortgagee, all the following real property (hereinafter referred to as the "Property"):

ALL that piece, parcel or tract of land situate, lying and being on the Northern side of U.S. Highway I-85 in the County of Greenville, State of South Carolina, being shown and designated as Part Lot 11, containing 6.6 acres, more or less, on a plat entitled "Property of Daves", prepared by Carolina Surveying Co., dated July 6, 1983, and having, in the aggregate, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the Northern edge of the right of way of U.S. Highway I-85 at the joint corner of the property herein, and Part Lot 10 and running thence with the line of Lot No. 10 N. 31-15 W. 665.7 feet to an iron pin at or near the edge of Parkins Lake; thence with the edge of Parkins Lake as the line, having a traverse line as follows: S. 86-02 W. 164.2 feet to an iron pin, thence S. 46-20 W. 169.4 feet to an iron pin, thence S. 13-29 W. 258.9 feet to an iron pin, thence S. 31-09 E. 344.6 feet to an iron pin on the Northern edge of the right of way of U.S. Highway I-85; thence with the Northern edge of the right of way of U.S. Highway I-85 the following courses and distances: N. 78-28 E. 223.0 feet to an iron pin, thence N. 11-32 W. 10 feet to an iron pin, thence N. 78-11 E. 202.3 feet to an iron pin, thence S. 13-21 E. 10 feet to an iron pin, thence N. 78-28 E. 98.9 feet to the point of beginning.

This is the same property conveyed to the mortgagor herein by deed of Daniel Rhodes dated February 27, 1981 as recorded in the R.M.C. office for Greenville in deed book 1143 at page 472

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TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto (all of the same being deemed part of the Property and included in any reference thereto):

TO HAVE AND TO HOLD all and singular the Property unto Mortgagee and the heirs, successors or assigns of Mortgagee forever.

MORTGAGOR covenants that Mortgagor is lawfully seized of the Property in fee simple absolute, that Mortgagor has good right and is lawfully authorized to sell, convey or encumber the same, and that the Property is free and clear of all encumbrances except as expressly provided herein. Mortgagor further covenants to warrant and forever defend all and singular the Property unto Mortgagee and the heirs, successors or assigns of Mortgagee from and against Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of Mortgagor and Mortgagee, that if Mortgagor pays or causes to be paid to Mortgagee the debt secured hereby, the estate hereby granted

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