

STATE OF SOUTH CAROLINA GREENVILLE COUNTY OF GREENVILLE  
FILED  
MORTGAGE OF REAL ESTATE  
Aug 25 2 56 PM '93  
ALL WHOM THESE PRESENTS MAY CONCERN

WHEREAS, FRANCIS E. CLARK AND ROBERT E. SCOTT  
(hereinafter referred to as Mortgagor) is well and truly indebted unto N. DEAN DAVIDSON

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date hereon, the terms of which are incorporated herein by reference, in the sum of One Hundred Fifty-Eight Thousand Three Hundred Forty-Three and 75/100 Dollars (\$158,343.75) due and payable as per note executed this date or any future modifications, extensions or renewals thereof.

with interest thereon from date at the rate of per note per annum, to be paid per 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 and being on the Northern side of Roper Mountain Road in Butler Township and being shown as containing 25.00 acres on plat of property of Francis E. Clark and Robert E. Scott prepared by T. H. Walker, Jr., PLS, on February 27, 1983 (reference also had to Tract 3 plat of Charles C. Thorason Estate recorded in Plat Book 7, page 110, REC Office for Greenville County), and having, according to said Walker plat, the following metes and bounds, to-wit:

BEGINNING at an old iron pin in the center of Roper Mountain Road (said iron pin lying at the joint front corner of the within described tract and property of J. P. Stevens and Company, Inc. which lies in the intersection of Roper Mountain Road and S. C. Highway #14) and running thence along the center of Roper Mountain Road S. 87-02 W. 676.95 feet to an old iron pin; thence turning and running N. 13-30 W. 572.9 feet to an old iron pin; thence with a branch as the line of traverse of which is N. 86-03 W. 259.8 feet to an iron pin; thence N. 46-42 W. 467.9 feet to an iron pin in Little Rocky Creek; thence with the center of Little Rocky Creek as the line, the traverse of which is N. 7-46 E. 350.4 feet to an iron pin; thence N. 19-31 E. 150 feet to a point; thence leaving Little Rocky Creek and running S. 74-36 E. 114.1 feet to an iron pin; thence N. 82-22 E. 180 feet to an iron pin; thence S. 77-45 E. 230 feet to an iron pin; thence N. 62-53 E. 230 feet to an old iron pin; thence turning and running S. 23-05 E. 240 feet to an old iron pin; thence S. 23-05 E. 1212.3 feet to the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of N. Dean Davidson, of even date, to be recorded herewith.

This mortgage is to secure the purchase price for the within property as evidenced by a Purchase Money Promissory Note executed this date.

Mortgage holder will release one acre for each \$10,000 paid to principal on note.

\*This mortgage corrects and supersedes previous mortgage between the parties of March 9, 1983. The change involves the provision regarding release of property from the mortgage.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 hereabove 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 whatsoever lawfully claiming the same or any part thereof.

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