

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN

VOL 1058 PAGE 274

WHEREAS, RUBY W. PAINTER

hereinafter referred to as Mortgagor) is well and truly indebted unto G.W. 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 FORTY THOUSAND AND NO/100-----

Dollars (\$ 40,000.00---) due and payable

as stated in said note.

with interest thereon from date at the rate of 15% per centum per annum, to be paid as stated above.

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, Chick Springs Township, on the West side of the New Pelham Road, about one (1) mile Southwest of the Town of Greer, being known and designated as Lots Nos. 28, 29, 30 and 31 of the Pleasant Heights Development of the R.A. and I.B. Dobson property as shown on plat prepared by H.L. Dunahoo, Surveyor, dated September 4 and 5, 1950, and recorded in Plat Book T, pages 274 and 275, R.M.C. Office for Greenville County, and having such metes and bounds as is thereby shown.

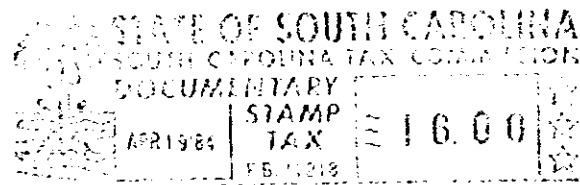
DERIVATION: See Deed of Fred M. Painter dated December 17, 1982 and recorded in the Greenville County RMC Office in Deed Book 1182, Page 286. Also see Deed of Kenneth James Painter dated October 10, 1983 and recorded in the Greenville County RMC Office.

NO TITLE SEARCH.

Mortgagee's Address: Rt. 5, Airport Road, Greer, S.C. 29651

This Mortgage shall be co-equal with that Mortgage heretofore given by the Mortgagor herein to the Mortgagee herein, which Mortgage is recorded in Greenville County RMC Office in Mortgage Book 1630, at Page 96 S. Any default in the terms and conditions of either Mortgage shall be considered a breach of both.

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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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