

FILED  
GREENVILLE S.C.  
JUN 5 1 19 PM '84

# MORTGAGE

THIS MORTGAGE is made this 4th day of June 1984, between the Mortgagor, Henry J. Davis and Cynthia S. Davis (herein "Borrower"), and the Mortgagee, Commercial Credit Mortgage Company, a corporation organized and existing under the laws of State of Maryland, whose address is 300 St. Paul Place, Baltimore, Maryland, 21202, (herein "Lender").

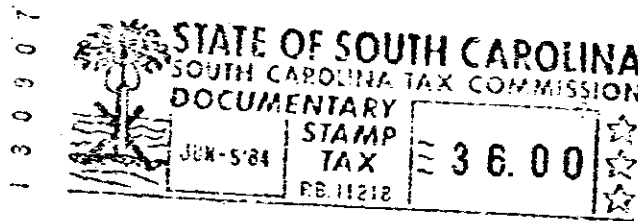
WHEREAS, Borrower is indebted to Lender in the principal sum of Ninety Thousand and no/100 (\$90,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated June 4, 1984, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 1, 1999,

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina:

ALL that certain piece, parcel, or lot of land situate, lying, and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 53 on a plat of HOLLY TREE PLANTATION made by Enwright Associates, Engineers, dated May 28, 1973, recorded in the RMC Office for Greenville County in Plat Book 4-X at Pages 32 through 37, inclusive, and having, according to a more recent survey prepared by Freeland & Associates dated May 31, 1984, for Henry J. Davis and Cynthia S. Davis, the following metes and bounds, to-wit:

BEGINNING at an iron pin on Honey Horn Drive at the joint front corner of Lots No. 53 and 52 and running thence along Honey Horn Drive, the chord of which is S. 47-30-12 E. 137.70 feet to an iron pin; thence S. 58-23-20 W. 182.62 feet to an iron pin in a creek; thence along said creek, the traverse line of which is N. 31-36-40 W. 124.53 feet to an iron pin; thence N. 55-16-00 E. 145.13 feet to an iron pin, point of beginning.

This being the same property conveyed to mortgagors by deed of foothills Delta P, Inc., dated June 4, 1984, recorded simultaneously herewith.



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which has the address of 212 Honey Horn Drive Simpsonville, SC 29681 (herein "Property Address"); (State and Zip Code)

To HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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