

THE PALMETTO BANK

State of South Carolina

County of GREENVILLE

THIS MORTGAGE is dated December 17, 1984

FILED GREENVILLE CO. S.C. Mortgage of Real Estate
DEC 21 1 52 PM '84
DONNIE S. LUCY SMITH DAVIS a/k/a LUCY S. DAVIS
R.M.C. VOL 1985 PAGE 607

THE "MORTGAGOR" referred to in this Mortgage is LUCY SMITH DAVIS a/k/a LUCY S. DAVIS

whose address is 117 Hyde Circle, Mauldin, South Carolina 29662

THE "MORTGAGEE" is THE PALMETTO BANK

whose address is Post Office Box 49, Laurens, South Carolina 29360

THE "NOTE" is a note from LUCY SMITH DAVIS

to Mortgagee in the amount of \$ 14,992.51 dated December 17, 1984. The Note and any documents renewing, extending or modifying it and any notes evidencing future advances are all referred to as the "Note" and are considered to be a part of this Mortgage. The final maturity of the Note is December 16, 1989. The amount of debt secured by this Mortgage, including the outstanding amount of the Note and all Future Advances under paragraph 13 below, shall at no time exceed \$ 14,992.51, plus interest, attorneys' fees not to exceed fifteen (15%) per cent of the unpaid debt, and court costs incurred in collection of amounts due hereunder, and Expenditures by Mortgagee under paragraph 5 below. Interest under the Note will be deferred, accrued or capitalized, but Mortgagee shall not be required to defer, accrue or capitalize any interest except as provided in the Note.

THIS MORTGAGE is given to secure to Mortgagee the repayment of the following amounts, with interest: (a) the indebtedness evidenced by the Note; (b) any Future Advances made under paragraph 13 below; (c) Expenditures by Mortgagee under paragraph 5 below; and (d) attorneys' fees, court costs and other amounts which may be due under the Note and this Mortgage. In consideration of the above indebtedness and for other valuable consideration which Mortgagor acknowledges receiving, Mortgagor does hereby mortgage, grant and convey to Mortgagee, and the Mortgagee's heirs, successors and assigns, the following described property:

PARCEL 1:

ALL that piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, being known and designated as Lot 207 of Pine Forest, as shown by plat thereof, made by Madison H. Woodward, Engineer, having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on Pine Lake Circle, joint front corners of Lots 207 and 206, and running thence S. 89-31 E. 170.2 feet to an iron pin, joint rear corners of Lots 207 and 206; thence along the boundary of Conestee Pond, N. 28-10 E. 66.9 feet to an iron pin, joint rear corner of Lots 207 and 208; thence along the line of Lots 207 and 208 N. 89-31 W. 224.2 feet to an iron pin, joint front corners of Lots 208 and 207; thence along Pine Lake Circle S. 28-10 W. 63 feet to the beginning corner.

This being the same property conveyed to mortgagor herein by deed of Thomas R. Clark dated January 10, 1983, and recorded in the RMC Office for Greenville County in Deed Book 1180 at Page 657 on January 11, 1983.

PARCEL 2:

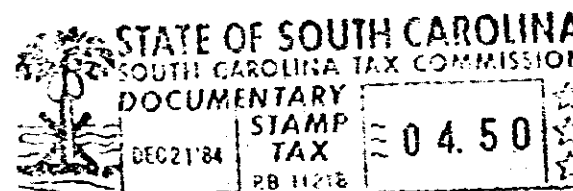
ALL that certain piece, parcel or lot of land in the State of South Carolina, County of Greenville, in Butler Township, on the Northwestern side of Hyde Circle, City of Mauldin, being more particularly described as follows:

BEGINNING at an iron pin on the northwestern side of Hyde Circle which pin is 72 feet east from the corner of property heretofore conveyed to A.B. Clark and running thence N. 13-25 W. 300 feet to an iron pin; thence N. 74-45 E. 72 feet to an iron pin at the corner of other property now or formerly owned by Frank S. Smith and Sara M. Smith; thence with the line of said property S. 13-25 E. 300 feet, more or less, to an iron pin on Hyde Circle; thence with the northwestern side of Hyde Circle S. 75-15 W. 72 feet to the point of beginning.

This being the same property conveyed to mortgagor herein by deed of Frank S. Smith dated July 16, 1979, and recorded in the RMC Office for Greenville County in Deed Book 1106 at Page 837 on July 17, 1979.

This being a second mortgage as to PARCEL 2 being junior in lien to that mortgage given by mortgagor herein to Frank S. Smith as recorded July 17, 1979 in mortgage book 1473 at Page 857 to secure the original principal of \$13,000.00 with subsequent assignment recorded in book 1695 at page 337 on January 25, 1984, to Sara K. Smith McDonald as Trustee for Frank S. Smith.

This being a first mortgage as to PARCEL 1.



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);

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