

FILED
GREENVILLE CO. S. C.

BOOK 1526 PAGE 832

MORTGAGE

DEC 4 3 39 PM '80

DONN... SHERSLEY

THIS MORTGAGE is made this 5th day of December 1980, between the Mortgagor, Samuel E. Davis (herein "Borrower"), and the Mortgagee, **POINSETT FEDERAL SAVINGS AND LOAN ASSOCIATION of Travelers Rest**, a corporation organized and existing under the laws of South Carolina, whose address is 203 State Park Road, Travelers Rest, S. C. 29690 (herein "Lender").

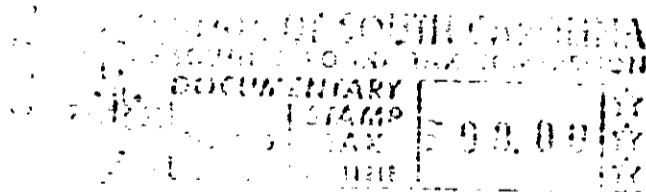
WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty Thousand and No/100ths Dollars, which indebtedness is evidenced by Borrower's note dated December 4, 1980 (herein "Note"), providing for monthly installments of principal and interest with the balance of the indebtedness, if not sooner paid, due and payable on May 1, 2001.

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 located in the County of Greenville, State of South Carolina lying and being on the northern side of Rockcrest Drive and being shown and designated as Lots Nos. 43 and 44 on a plat of Terrace Gardens recorded in the R.M.C. Office for Greenville County in Plat Book QQ at Page 85 and having, according to a more recent plat entitled "Property of Samuel E. Davis" prepared by Freeland & Associates dated November 24, 1980, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern edge of Rockcrest Drive at the joint front corner of Lots Nos. 44 and 45 and running thence with the line of Lot No. 45 N. 26-45 W. 225 feet to an iron pin; thence N. 63-15 E. 200 feet to an iron pin at the joint rear corner of Lots Nos. 42 and 43; thence with the line of Lot No. 42 S. 26-45 E. 225 feet to an iron pin on the northern edge of Rockcrest Drive; thence with Rockcrest Drive S. 63-15 W. 200 feet to the point of beginning.

Being the same property conveyed to the mortgagor herein by deed of W. H. Alford dated August 25, 1976, and recorded in the R.M.C. Office for Greenville County in Deed Book 1042 at Page 351.



which has the address of Rockcrest Drive, Greenville, S. C. (herein "Property Address");
(Street) (City) (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 seized 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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