

FILED
S.C.
APR 13 12 06 PM '82
DONNE ANKERSLEY
R.M.C.

MORTGAGE

THIS MORTGAGE is made this 15th day of April, 1982, between the Mortgagor, W. Bryan Davidson and Evelyn J. Davidson, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association of South Carolina, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of One Hundred Thousand and no/100ths (\$100,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated April 15, 1982, (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, 2012.

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 County of Greenville, State of South Carolina, situate on the western side of Briarwood Drive, and being shown as Lot No. 70 on a plat of Holly Tree Plantation, Phase III, Sec. II, prepared by Piedmont Engineers, Architects and Planners, dated April 3, 1979 and recorded in the Office of the RMC for Greenville County in Plat Book 7-C at Page 27 and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Briarwood Drive, at the joint front corner of Lots 70 and 69 and running thence with Lot 69 S 76-56 W 149.78 feet to an iron pin at the joint rear corner of Lots 69 and 70; thence N 13-08 W 110 feet to an iron pin at the joint rear corner of Lots 70 and 71; thence with Lot 71 N 76-56 E 149.85 feet to an iron pin on Briarwood Drive; thence with said Drive S 13-04 E 110 feet to the point of beginning.

This is the same property conveyed to the Mortgagors by deed of Franklin Enterprises, Inc., dated and recorded of even date herewith.

STATE OF SOUTH CAROLINA
DOCUMENTARY TAX COMMISSION
APR 15 1982
STAMP
TAX \$40.00
23 11213

LOVE, THORNTON, ARNOLD & THOMASON
File # 27424 2117.DME Sec. 111
W. Bryan Davidson
SMB 3-1-89

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SCTO
APR 16 1982 1514
4.00CI

which has the address of 108 Briarwood Drive, Simpsonville, S.C. 29681
(Street) (City)
(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 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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