

JAMES W. FAYSSOUX, P.A.,

MORTGAGE OF REAL ESTATE

200: 1574 PAGE 243

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, DAVIS MECHANICAL CONTRACTORS, INC.

(hereinafter referred to as Mortgagor) is well and truly indebted unto MYRTIE M. GILLESPIE

(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 One Hundred Eighty Two Thousand and No/100

Dollars (\$ 182,000.00 ) due and payable

AS STATED IN NOTE OF EVEN DATE.

with interest thereon from at the rate of per centum per annum, to be paid:

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, the Mortgagee's heirs, 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, in Chick Springs Township, near the intersection of Rutherford Road and Reid School Road, as shown on plat of property of Gerald S. and Violet E. Ackerman, prepared by Madison H. Woodward in April, 1955, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin near the intersection of Rutherford Road and Reid School Road, and running thence S. 8-30 W. 947.1 feet to an iron pin; thence running S. 59-15 E. 135.9 feet to an iron pin on the East side of Rutherford Road; thence running S. 59-15 E. 988.0 feet to an iron pin; thence N. 22-30 E. 612.5 feet to an iron pin on creek; thence S. 78 E. 108.9 feet to an iron pin; thence N. 23 W. 1231.0 feet to an iron pin, corner of property herein conveyed and property now or formerly owned by T. L. Clayton; thence along the joint line of the property conveyed and property now or formerly owned by T. L. Clayton, S. 78-0 W. 660.8 feet to an iron pin on the Eastern side of Rutherford Road; thence continuing S. 78-0 W. 35 feet to the point of beginning, and containing 31.26 acres, more or less

LESS, HOWEVER, ALL that certain piece, parcel or tract of land containing 2.16 acres heretofore conveyed to Edwards Forest Recreation Association, Inc. on February 3, 1968 as evidenced by deed recorded in the RMC Office for Greenville County in Deed Book 837 at Page 299; and

LESS, HOWEVER, ALL that certain piece, parcel or lot or lots of land being known and designated as Lot 33 and Lot 27 on a plat of the tract heretofore described and entitled MOUNTAIN CREEK, PHASE I, which plat was prepared by Freeland and Associates on March 11, 1982.

This being the same property acquired by the Mortgagor by deed of Myrtie M. Gillespie of even date and to be recorded herewith.

MORTGAGEE'S MAILING ADDRESS: P. O. Box 1847  
Greenville, S. C. 29602

2 JUL 1 1982 330

RECORDED IN THE RMC OFFICE FOR GREENVILLE COUNTY, SOUTH CAROLINA  
DOCUMENTARY STAMP  
72.80

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 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.

4328 RV-2