COUNTY OF GREENVILLE

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**MORTGAGE** OF ŘEÁL PROPERTY

DONNIE I. BANKERSLEY 3.M.S

to First National Bank of South Carolina (hereinafter referred to as "Mortgagee") whose address is .... P. O. Box 2568, Greenville, South Carolina 29602

## WITNESSETH:

IN CONSIDER ATION of the sum of Three Dollars (\$3.00) paid to Mortgagor by Mortgagee and in order to secure the payment of a promissory note including any renewal, extension or modification thereof (hereinafter referred to as the "Note"), dated .. October .27 ... 1981 ... , to Mortgagee for the principal amount of One Hundred Sixty-Four Thousand and No/100---- Dollars, plus interest thereon and costs of collection, including attorneys' fees, and to further secure all future advances or re-advances that may subsequently be made to Mortgagor by Mortgagee evidenced by the aforesaid Note or any renewal, extension or modification thereof or evidenced by any instrument given in substitution for said Note, Mortgagor has granted, bargained, sold and released to Mortgagee and the successors and assigns of Mortgagee, and by this Mortgage does grant, bargain, sell, and release to Mortgagee and the successors and assigns of Mortgagee, all the following real property (hereinafter referred to as the "Property"):

All that piece, parcel or lot of land situate, lying and being on the Western side of Babbs Hollow, in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 49 as shown on a plat entitled "Collins Creek, Section Two" dated July 30, 1979, prepared by C. O. Riddle, Surveyor, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 7-C at page 57, and having, according to said plat and a more recent plat entitled "Property of John C. Davis", dated October 13, 1981, prepared by Freeland & Associates, the following metes and bounds:

BEGINNING at a point on the Western side of the right of way of Babbs Hollow, and running thence S. 79-26 W. 36.96 feet to a point; thence N. 42-10 W. 167.33 feet to a point; thence N. 26-20 W. 71.03 feet to a point; thence N. 47-26 E. 208.31 feet to a point; thence N. 70-00 E. 21.84 feet to a point; thence S. 9-45 E. 288.05 feet to a point on the Western side of the right of way of Babbs Hollow; thence S. 43-09 W. 62.25 feet to a point on the Western side of the right of way of Babbs Hollow to the point of beginning.

This is the identical property conveyed to the Mortgagor, John C. Davis, by deed of Lynn F. Rowell, dated May 20, 1981, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1148 at page 495, on May 20, 1981.

TATE OF SOUTH CAROLINA

DOCUMENTARY

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):

TO HAVE AND TO HOLD all and singular the Property unto Mortgagee and the heirs, successors or assigns of Mortgagee forever.

MORTGAGOR covenants that Mortgagor is lawfully seized of the Property in fee simple absolute, that Mortgagor has good right and is lawfully authorized to sell, convey or encumber the same, and that the Property is free and clear of all encumbrances except as expressly provided herein. Mortgagor further covenants to warrant and forever defend all and singular the Property unto Mortgagee and the heirs, successors or assigns of Mortgagee from and against Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of Mortgagor and Mortgagee, that if Mortgagor pays or causes to be paid to Mortgagee the debt secured hereby, the estate hereby granted

VIEW CONTRACTOR

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