

REC'D  
S.C.  
3 11 AM '81  
HARRISLEY  
R.M.C.

### MORTGAGE

THIS MORTGAGE is made this twenty first day of May, 1981, between the Mortgagor, C. Wayne Davenport and Diane F. Davenport, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association, 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 Five thousand Dollars, which indebtedness is evidenced by Borrower's note dated May 21, 1981, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on June 1, 1986.....;

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 on the north side of Beechwood Drive North, in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 7 on plat of Beechwood Hills, filed in the RMC Office for Greenville County, S. C. in Plat Book QQ, at Page 35, and having, according to according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the north side of Beechwood Drive North at the joint front corner of Lots Nos. 6 and 7 and running thence with the line of Lot No. 6, N. 0-03 W. 182.1 feet to an iron pin; thence running S. 82-09 E. 40 feet to an iron pin; thence N. 40-16 E. 87.9 feet to an iron pin at the joint rear corner of Lots Nos. 7 and 8; thence with the line of Lot No. 8, S. 6-54 E. 233.3 feet to an iron pin on the north side of Beechwood Drive North; thence along said Drive, S. 83-06 W. 67.7 feet to an iron pin; thence continuing along said Drive, S. 86-16 W. 57.3 feet to an iron pin at the point of BEGINNING.

This being the same property conveyed to the mortgagor(s) herein by deed of Otta B. Chapman, Jr., and recorded in the RMC Office for Greenville County, on February 7, 1977, in Deed Book #1050, and page #648.

This is a second mortgage and is junior in lien to that mortgage executed by C. Wayne and Diane F. Davenport, in favor of North Carolina National Bank, which mortgage is recorded in the RMC Office for Greenville County, in Book #1388, and page # 677.; date recorded February 7, 1977, Assigned to N.C. Mortgage South, Inc. recorded April 9, 1979 in RMC Office for Greenville County in Book 1462 Page 541, Assigned to Colonial Mortgage recorded April 9, 1979 in RMC Office for Greenville County in Book 1462, page 541.

which has the address of 109 Beechwood Drive Simpsonville,  
(Street) (City)  
South Carolina 29681 (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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