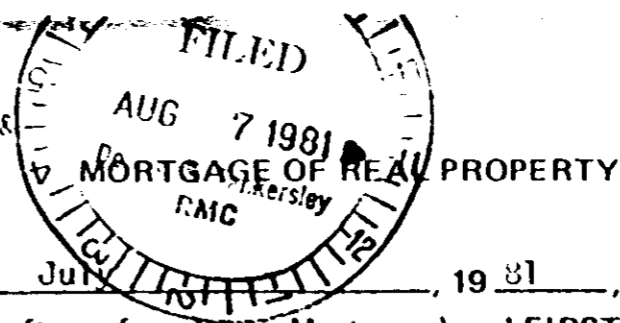


STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PREPARED BY
McINTOSH, THRELKELD, GLENN &
SHERARD, ATTORNEYS



REC-1519 REC-364

THIS MORTGAGE made this 30 day of July, 19 81,
among Charles Ellis Davenport and Ann B. Davenport (hereinafter referred to as Mortgagor) and FIRST UNION MORTGAGE CORPORATION, a North Carolina Corporation (hereinafter referred to as Mortgagee):

WITNESSETH THAT, WHEREAS, Mortgagor is indebted to Mortgagee for money loaned for which Mortgagor has executed and delivered to Mortgagee a Note of even date herewith in the principal sum of Sixteen Thousand Two Hundred and No/100 ---- (\$ 16,200.00), the final payment of which is due on August 15 19 91, together with interest thereon as provided in said Note, the complete provisions whereof are incorporated herein by reference;

AND WHEREAS, to induce the making of said loan, Mortgagor has agreed to secure said debt and interest thereon (together with any future advances) and to secure the performance of the undertakings prescribed in the Note and this Mortgage by the conveyance of the premises hereinafter described:

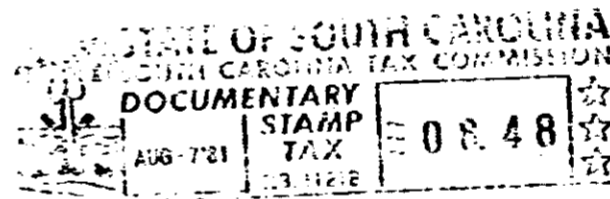
NOW, THEREFORE, in consideration of the aforesaid loan and the sum of Three Dollars (\$3.00) cash in hand paid to Mortgagor, the receipt of which is hereby acknowledged, Mortgagor hereby grants, sells, conveys, assigns and releases to Mortgagee, its successors and assigns, the following described premises located in Greenville County, South Carolina:

All that piece, parcel or lot of land situate, lying and being in Greenville County, South Carolina, known and designated as Lot Number Two (2) shown on plat of the subdivision of Chesterfield Estates, Section III, recorded in the RMC Office for Greenville County in Plat Book 5P at page 66.

And being the same lot of land conveyed to Charles Ellis Davenport and Ann B. Davenport by deed of Westminster Co., Inc., dated December 21, 1977, recorded December 21, 1977, in the RMC Office for Greenville County in Deed Book 1070 at page 575.

The foregoing mortgage is a second lien on the premises described, the first mortgage having been heretofore given by Charles Ellis Davenport and Ann B. Davenport to NCHB Mortgage South, Inc., dated December 21, 1977, recorded December 21, 1977, in the aforesaid Clerk's Office in Mortgage Book 1419 at page 233.

Mortgagee's mailing address: 2315 North Main Street, Anderson, S. C. 29621.



REC-1519 REC-364

Together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in anywise incident or appertaining. Including but not limited to all buildings, improvements, fixtures, or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures, or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and also together with any screens, window shades, storm doors and windows, screen doors, awnings, stoves and water heaters (all of which are declared to be a part of said real estate whether physically attached thereto or not).

TO HAVE AND TO HOLD the same with all privileges and appurtenances thereunto belonging to Mortgagee, its successors and assigns, forever, for the purposes hereinafter set out and Mortgagor covenants with Mortgagee, its successors and assigns, that Mortgagor is seized of, and has the right to convey, the premises in fee simple; that the premises are free and clear of all encumbrances except for a prior Mortgage, if any; and that Mortgagor will warrant and defend title to the premises against the lawful claims of all persons whomsoever.

MORTGAGOR COVENANTS with Mortgagee, its heirs, successors and assigns as follows:

1. NOTE PAYMENTS. Mortgagor shall make timely payments of principal and interest on the above mentioned Note and any other Note obligations of mortgagor which are secured by Liens which have priority over the Note obligation herewith secured in the amounts, in the manner and at the place set forth therein. This Mortgage secures payment of said Note according to its terms, which are incorporated herein by reference.

2. TAXES. Mortgagor will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made herein before, and in default thereof the mortgagee may pay the same; and will promptly deliver the official receipts therefor to the mortgagee. If the mortgagor fails to make any payments provided for in this section or any other payments for taxes, assessments, or the like, then, the entire amount of the debt secured, or intended to be secured, shall forthwith become due, at the option of said mortgagee.

4328 RV-2