

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

DEC 27 1 30 PM '79  
DORRIS TANKERSLEY  
R.M.C.

MORTGAGE OF REAL ESTATE

BOOK 1492 PAGE 115

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Andrew J. Mauldin, Jr.

(hereinafter referred to as Mortgagor) is well and truly indebted unto Daniel Denby Davenport, Jr., George W. Davenport, Ellen D. Kirchner, formerly Ellen W. Davenport, as Co-Trustee under the Last Will and Testament of Dan D. Davenport, deceased and Bankers Trust of South Carolina, as Co-Trustee aforesaid (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 Eighteen Thousand and No/100-----

Dollars (\$ 18,000.00 ) due and payable

On or before December 1, 1982, with payments to commence on January 1, 1980, in the amount of Five Hundred Eighty-Nine and 30/100 Dollars (\$589.30) and payable in a like amount on a like day of each and every successive month thereafter until paid in full.

with interest thereon from date hereof at the rate of Eleven (11) per centum per annum, to be paid: Monthly

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:

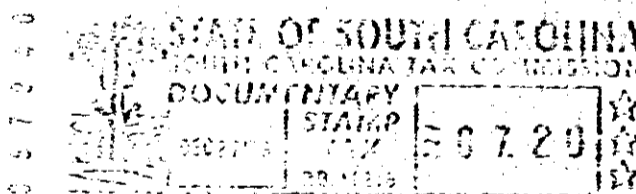
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, its 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, City of Greenville, lying on the southern side of East Stone Avenue and the eastern side of Bennett Street and being a portion of Lots 46 and 47, Section H, shown on a plat of Stone Land Company recorded in the RMC Office for Greenville County in Plat Book A, Page 337, and having the following courses and distances, to-wit:

BEGINNING at an iron pin on the southern side of East Stone Avenue at the joint front corner of Lots 47 and 48 as shown on the aforementioned plat, which point is S. 71-50 E. 120 feet from the southeast intersection of East Stone Avenue and Bennett Street and running thence the the common line of Lots 47 and 48, S. 20-19 W. 175 feet to a point on the line of Lot No. 51; thence along the line of Lot No. 51, N. 71-50 W. 120 feet to a point on the eastern side of Bennett Street; thence with the eastern side of Bennett Street N. 20-19 E. 75 feet to a point; thence S. 71-50 E. 90 feet to a point; thence N. 20-19 E. 100 feet to a point on the southern side of East Stone Avenue; thence with the southern side of East Stone Avenue S. 71-50 E. 30 feet to the point of beginning.

The Mortgagor shall have the right to repay any of the remaining indebtedness due to the Mortgagees at any time or times, without penalty, except that no prepayment may be made during 1979.

This is a purchase money mortgage.



Daniel Denby Davenport, Jr., et al, Deed Book 1117, Page 957, recorded December 27, 1979.

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 such 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.

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