

State of South Carolina

MORTGAGE OF REAL ESTATE

COUNTY OF Greenville

To All Whom These Presents May Concern:

I. Shirley Jane Davenport, by Pelham Franklin Davenport, as general guardian

SEND GREETINGS:

WHEREAS, I/we the aforesaid mortgagor (s) in and by my/our certain promissory note, in writing, of even date with these presents am/are well and truly indebted to FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF GREEN-

VILLE, in the full and just sum of Five Thousand and No/100 - - - -

(\$5,000.00) Dollars, or for future advances which may be made hereunder, from time to time, up to and including the maximum amount named herein, such advances to be repaid so as to be completed within the terms of the original contract, and so long as the monthly payments set out in the note are paid according to contract, this loan shall not be deemed delinquent by reason of said advances, with interest at the rate specified in said note,

(the terms of which are incorporated herein by reference) to be repaid in installments of Forty-Two and 20/100 - - - - - - - upon the first day of each and every calendar month hereafter in advance, until the full principal sum, with interest has been paid, said monthly payments shall be applied first to the payment of interest, computed monthly on the unpaid balance, and then to the payment of principal. The last payment on this mortgage, if not sooner paid, will be due and payable of the principal or interest due thereunder shall be past due and unpaid for a period of thirty (30) days, or failure to comply with any of the By-Laws of said Association, or any of the stipulations of this mortgage, the whole amount due under said note, shall, at the option of the holder, become immediately due and payable, and the holder may sue thereon and foreclose this mortgage; said note further providing for ten (10%) per centum attorney's fee beside all costs and expenses of collection, to be added to the amount due on said note, and to be collectible as a part thereof, if the same be placed in the hands of an attorney for collection, or if said debt, or any part thereof, be collected by an attorney, or by legal proceedings of any kind (all of which is secured under this mortgage); as in and by said note, reference being thereunto had, will more fully appear.

NOW KNOW ALL MEN, That I/we, the said mortgagor(s) in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, according to the terms of said note, and also in consideration of the further sum of Three Dollars to me/us the said mortgagor(s) in hand well and truly paid by the said FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, at and before the signing of these presents (the receipt whereof is hereby acknowledged), have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, the following described property, to-wit:

"All that certain piece, parcel or lot of land, with all improvements thereon, or to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, in Cleveland Township, lying on the north side of Geer Highway, U. S. Highway No. 276, and containing 3 acres, more or less, and bounded on the north by land of Hart Valley Ranch, on the east by land of Raymond Edwards, on the south by Geer Highway, and on the west by land of William Buchanan, and having the following metes and bounds:

"BEGINNING at an iron pin, Buchanan corner, 33 feet north of center of highway, and running thence S. 89-53 E. 415.5 feet to iron pin on bank of highway and 54 feet north of center of highway; thence N. 3-00 E. 379 feet to iron pin on Hart Valley Ranch line, witness by large post oak about 12 feet; thence S. 65-30 W. 597.2 feet to iron pin in branch; thence along Buchanan line, S. 37-35 E. 168 feet to the beginning corner. Base of survey is north edge of concrete taken from W. P. Morrow survey as S. 87-00 E. and marked by iron pin at edge of concrete. Length along highway is 415 feet; being the same property conveyed to Shirley Jane Davenport by Raymond Edwards by deed of even date herewith, not yet recorded."

This mortgage is executed pursuant to Decree signed by Hon. W. B. McGowan September 6, 1956 as more fully appears in the office of the Clerk of Court for Greenville County in Judgment Roll G-4840.