

FILED
GREENVILLE CO. S. C.
MAR 20 4 34 PM '81
First Federal Savings and
Loan Association
Post Office Drawer 408
Greenville, South Carolina 29602

1535 705

SONNIE TANKERSLEY
R.M.C.

MORTGAGE

THIS MORTGAGE is made this 13th day of March, 1981, between the Mortgagor, Roy W. Davenport and Carolyn M. 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 Eleven Thousand and 00/100 (\$11,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated March 13, 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 April 1, 1991...

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, with all improvements thereon, being known and designated as Lot 24 on a plat of Gray Fox Run subdivision prepared by C.O. Riddle, dated November 6, 1975 and recorded in the RMC Office for Greenville County in Plat Book 5-P at Page 9 and revised March 4, 1976, said revised plat being recorded in Plat Book 5-P at Page 16 and having, according to said revised plat, the following metes and bounds, to wit:

Beginning at an iron pin on Cavendish Close at the joint front corner of Lots 23 and 24 and running thence along Cavendish Close N 9-39 W 21.5 feet to an iron pin; thence continuing with said Road, N 2-36 E 74 feet to an iron pin at the joint front corner of Lots 24 and 25; thence along the common line of said Lots, S 87-24 E 140 feet to an iron pin at the joint rear corner of said Lots; thence along the rear line of Lot 24, S 2-36 W 95 feet to an iron pin at the joint rear corner of Lots 23 and 24; thence along the common line of said Lots, N 87-24 W 135.4 feet to an iron pin, the point of beginning.

Derivation: This being the same property conveyed to the mortgagor by Deed of Bob Maxwell Enterprises, Inc., to Roy W. Davenport and Carolyn M. Davenport and dated June 9, 1977 and recorded in RMC Office of Greenville County on June 10, 1977 in Deed Book #1058, Page #330.

This is a 2nd Mortgage and is Junior in Lien to that mortgage executed by Roy W. Davenport and Carolyn M. Davenport to First Federal Savings and Loan Association and dated June 9, 1977 and recorded in RMC Office for Greenville County, Greenville South Carolina on June 10, 1977 in Book #1400 Page # 683

which has the address of 7 Cavendish Close
(Street) Greenville
(City)
South Carolina 29667 (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 seised 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.

GCTO
3 MAR 20 81
704
4 OCT

50705

4328 RV-2