BET L 10 43 MORFAGEE ADDRESS:

4 Westminster Drive Greenville, S. C. 29605

The State of South Carolina, MONNEY CANKERSLEY

COUNTY OF KKNOWN GREENVILLE

To All Whom These Presents May Concern:

SEND GREETING:

whereas, We , the said Kenny R. Davenport and Linda L. Davenport hereinafter called the mortgagor(s)

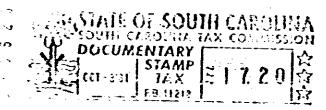
in and by OUT certain promissory note in writing, of even date with these presents,

well and truly indebted to' Frances W. Acker

hereinafter called the mortgagee(s), in the full and just sum of Forty Three Thousand and No/100

DOLLARS (\$ 43,000,00), to be paid

\$300.00 per month, beginning with \$300.00 on January 1, 1982 and continuing with \$300.00 on the 1st day of each and every month thereafter until paid in full, subject to the following: THIS MORTGAGE CANNOT BE ASSUMED. IN THE EVENT MORTGAGORS SELL THE PROPERTY DESCRIBED HEREIN, ANY BALANCE OWED ON THIS MORTGAGE AT THAT TIME SHALL IMMEDIATELY BECOME DUE AND PAYABLE.



, with interest thereon from date

at the rate of Six (6)

percentum per annum, to be computed and paid

annually

until paid in full, all interest not paid when due to bear interest at the same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, then the whole amount evidenced by the said note to become immediately due, at the option of the holder hereof, who may sue thereon and foreclose this mortgage; and in case said note after its maturity, should be placed in the hands of an attorney for suit or collection, or if, before its maturity it should be deemed by the holder thereof necessary for the protection of his interests to place and the holder should place the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor(s) promise to pay all costs and expenses including 10 per cent of the indebtedness as attorney's fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW, KNOW ALL MEN. That we, the said mortgagor(s), in consideration of the said debt and sum of morey aforesaid, and for the better securing the payment thereof to the said mortgagee(s) according to the term of the said note, and also in consideration of the further sum of Three Dollars, to US , the said mortgagor(s), in hand well and truly paid by the said mortgagee(s) 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 Frances W. Acker, her heirs and assigns forever:

All that certain piece, parcel or lot of land lying and being situate in the State of South Carolina, County of Greenville, located within the corporate limits of the City of Greenville, on the eastern side of Waccamaw Avenue, according to plat prepared by Dalton and Neeves, dated July 19, 1946, recorded in Plat Book RRR, Page 89, in the RMC Office of Greenville County, S. C., and also according to plat prepared by Campbell and Clarkson, Surveyor, dated August 4, 1967, reference to which is hereby made for a more complete and accurate description, and according to said plat being thereon more fully described as follows, to-wit:

BEGINNING at a point on the eastern side of Waccamaw Avenue, which point is approximately 1287.3 feet from Westminster Drive; running thence along Waccamaw Avenue S11-58E 70 feet to a point; thence leaving said avenue and running N78-02E 225 feet; thence N11-58N 70 feet; thence S78-02W 225 feet to point of BEGINNING.

This being the identical property conveyed to mortgagors by James A. Boling, Jr., by deed or even date, to be recorded simultaneously herewith.

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