

GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

APR 11 3 05 PM '75  
JAMES D. MCKINNEY, JR.  
ATTORNEY-AT-LAW  
ALLIE FARNSWORTH  
R.H.C.

MORTGAGE OF REAL ESTATE

BOOK 1325 PAGE 828

TO ALL WHOM THESE PRESENTS MAY CONCERN:

BOOK 35 PAGE 319

WHEREAS, we, Billy Davenport and Lillian J. Davenport

(hereinafter referred to as Mortgagor) is well and truly indebted unto Charles J. Spillane and Henry Whitfield

(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 thirty-six hundred and forty-three and 80/100--

Dollars (\$ 3,643.80 ) due and payable

at the rate of \$15.00 per week hereafter until paid in full, the first payment to be due July 25, 1970, and the remaining payments to be due on each and every Saturday thereafter until paid in full, with interest at the rate of eight per cent per annum to be computed annually and paid weekly as part of the \$15.00 weekly payments

*Book 1325 FILED GREENVILLE CO. S. C.*

ASSIGNMENT FILED AND INDEXED  
22 DAY OF October 1974  
R.E.M. VOL. 1325 PAGE 828  
AT 3:39 O'CLOCK P.M. NO. 10481  
*Donnie S. Jenkins*  
S.C. FOR GREENVILLE COUNTY S.C.

Witness: DONNIE S. JENKINS  
*at 30 days of 1975*  
*Cheriff Spillane*

RECORDING FEE PAID \$ 1.00  
16675

RECORDED OCT 22 '74 10481

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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.

0.3108

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