FILED GREENVILLE CO. S. C.

9 4 05 PH 179

MORTGAGE

DONNIE S. TANKERSLEY R.M.C.

WHEREAS, Borrower is indebted to Lender in the principal sum of <u>TWENTY-SIX THOUSAND SIX HUNDRED & NO./100(\$26,600.00) ------Dollars</u>, which indebtedness is evidenced by Borrower's note dated <u>March 9, 1979</u>, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on <u>April 1</u>, 2004.....;

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 __________, State of South Carolina:

All that certain piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Greenville, and being shown as Lots 29 and 30 on plat of Overbrook as recorded in the R.M.C. Office for Greenville County in Plat Book E, at Page 252 and, according to a more recent plat of property of Cynthia J. Fiske, Charles E. Volpe and Andrea P. Volpe, by Webb Surveying and Mapping Company, dated March 9, 1979, and lying on the southern side of East North Street Extension and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on East North Street Extension 80-feet, more or less, from the intersection of East North Street Extension and Spruce Street and at the joint front corners of Lots 30 and 31 and running thence S. 32-41 E. 132.2-feet; thence S. 68-17 W. 74.17-feet; thence N. 32-21 W. 30.01-feet; thence S. 53-34 W. 55.73-feet; thence N. 32-29 W. 120.33-feet; thence N. 69-55 E. 131.0-feet to the point of beginning.

This being the same property conveyed to the mortgagors by deed of F. Scott Davenport, Jr., David M. Davenport, Felicia A. Davenport, Walter W. Davenport, Jr., and Sheryl Davenport a/k/a Sheryl Davenport Wallsmith of even date herewith; and being devised to above grantors by the late F. Scott Davenport and Felicia W. Davenport, who died March 2, 1977 and July 26, 1967, respectively; See Probate Court Apartment 1459, File 16 and Apartment 999, File 16, respectively.

Greenville County Protabe Court.

which has the address of 1514 East North Street Greenville (City)

South Carolina (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.

SOUTH CAROLINA - 1 to 4 Family-6'75-FNMA/FHLMC UNIFORM INSTRUMENT (with amendment adding Para, 24)

0.

1328 RV-2

CHARLES CONTRACTOR