

STATE OF SOUTH CAROLINA

FEB 20 11 07 AM '70

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE
OLLIE FARNSWORTH
TO ALL WHOM THESE PRESENTS MAY CONCERN.

WHEREAS, MALCOLM C. DAVENPORT & MAUDE G. DAVENPORT

(hereinafter referred to as Mortgagor) is well and truly indebted unto SOUTHERN BANK & TRUST CO.

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated hereby by reference, in the sum of

Thirty Thousand and no/100-----Dollars (\$ 30,000.00) due and payable
one hundred twenty days from date.

with interest thereon from date at the rate of eight per centum per annum, to be paid at maturity

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns: ALL that piece, parcel or tract of land containing 105 acres, more or less, situate, lying and being on the Northern side of the Roper Mountain Road in Butler Township, Greenville County, South Carolina, having according to a Plat of the property of Roy D. Williams made by Dalton & Neves Surveyors dated October 1943 the following metes and bounds, to wit:

BEGINNING at an Iron pin on the Southern side of Roper Mountain Road at the corner of property sold by Roy D. Williams to Laura J. Ponder in Deed Book 281, Page 77, and thence crossing said road and running N. 15-02 E. 479.7 feet to an Iron pin in stone; thence along the line of property formerly owned by Freeman S. 86-03 E. 1601 feet to an Iron pin in stone; thence continuing along the line of Freeman N. 14-43 E. 1362 feet to a sweet gum tree; thence N. 68-02 E. 567.6 feet to an Iron pin; thence N. 19-57 E. 132 feet to an Iron pin; thence along the line of Homer Smith N. 51-25 W. 989.6 feet to an Iron pin; thence S. 70-07 W. 1088.8 feet to an Iron pin; thence S. 65-30 E. 749.6 feet to an Iron pin; thence S. 37-34 W. 615 feet to a post oak tree; thence S. 1-21 W. 176 feet to an Iron pin near a branch; thence with said branch as the line the following traverse courses and distances, to wit: S. 39-50 W. 339 feet to an Iron pin, S. 7 E. 84 feet to an Iron pin, S. 51-50 W. 80 feet to an Iron pin, S. 13-37 W. 345 feet to an Iron pin, and S. 33-19 W. 242 feet to an Iron pin in or near the Roper Mountain Road; thence a line through the Roper Mountain Road in a Southeasterly direction approximately 800 feet to an Iron pin, the beginning corner, being the same property conveyed to Maude G. Davenport and Malcolm C. Davenport by Deed of Roy D. Williams recorded in the R. M. C. Office for said county and state in Deed Book 346, Page 152.

ALSO, all that piece, parcel or tract of land containing 3.94 acres more or less lying on the Southern side of the above described tract and on the Northern side of a road to Oak Grove Lake in Butler Township, Greenville County, South Carolina, being shown on a Plat of the property of Maude G. Davenport made by C. O. Riddle RLS dated June 6, 1956, and having according to said Plat the following metes, and bounds, to wit:

BEGINNING at a point in the center of a road to Oak Grove Lake at the corner of this tract and other property owned by Baxter P. Freeman and running thence N. 1-45 W. 354.4 feet to an Iron pin; thence along the line of the above described 105 acre tract S. 86-03 E. 709.5 feet to an Iron pin in stone; thence S. 34-21 E. 67.1 feet to an Iron pin in the center of a road to Oak Grove Lake; thence with the center of said road as a line the following courses and distances, to wit: S. 49-10 W. 100 feet to a point, S. 56-10 W. 100 feet to a point, S. 65-35 W. 136.8 feet to a point, S. 76-39 W. 100 feet to a point and S. 82-10 W. 358.7 feet to an Iron pin in the beginning corner, being the same property conveyed to Maude G. Davenport by Deed of Baxter P. Freeman and Ellie H. Freeman recorded in the R. M. C. Office for Greenville County, S.C., in Deed Book 554, Page 433.

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 said 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 Mortgagee and all persons whomsoever lawfully claiming the same or any part thereof.