

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

BOOK 1506 PAGE 463

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, David Keith Henson and Paula D. Henson

(hereinafter referred to as Mortgagor) is well and truly indebted unto Mattie Belle E. Davenport

5 Oakland Ave
Inman SC 29349

(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 fifty-eight thousand five hundred and 00/100 Dollars (\$ 58,500.00) due and payable at Inman, South Carolina in monthly installments of four hundred twenty-nine and 25/100 (\$429.25) dollars with the first such installment due and payable on March 1, 1980 and a like amount each month thereafter until paid in full.

with interest thereon from date at the rate of eight (8%) per centum per annum, to be paid: as stated above

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 accounts 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 certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, in the Glassy Mountain Township, being a part of the "Lake Lanier Property" near Tryon, North Carolina, lying on the west side of Lake Shore Drive, and composed of three (3) separate and adjoining lots, which are known as Lot Nos. 195, 196 and 197 of the Tryon Development Company and so designated on plat of part of the LAKE LANIER PROPERTY as recorded in Plat Book G at page 36. See also plat of same by S. B. Edwards, Surveyor, bearing date of July 15, 1944 in the Office of the Register of Mesne Conveyance for Greenville County.

Commencing on an iron pin on the west side of Lake Shore Drive, just opposite the property of Charles E. Evans (formerly by Charles E. Band) and running thence (counter-clockwise) N. 77° 30' W. 354 feet to an iron pin on the margin of the Lake; thence with line of the Lake S. 15° 30' W. 64 feet to iron pin; thence continuing with Lake S. 9° E. 84.5 feet to an iron pin; thence with Lake S. 6° 30' W. 43 feet to an iron pin; thence S. 76° 20' E. 126 feet to an iron pin on edge of Lake Shore Drive; thence with Lake Shore Drive N. 40° 30' E. 60 feet to iron pin; thence with said Drive N. 62° 30' E. 60 feet to an iron pin; thence N. 81° 45' E. 103 feet to iron pin; thence with said Drive N. 41° 30' E. 75 feet to iron pin, the beginning corner.

ALSO: An adjoining lot with metes and bounds, to wit: BEGINNING on an iron pin on the western margin of East Lake Shore Drive, southeastern corner of the lot, and runs thence N. 77.59 W. 351.2 feet, to an iron pin on the margin of Lake Lanier; thence with the shore line of said lake N. 10.39 W. 45 feet to a stake; thence with the shore line N. 54.20 W. 21.1 feet to an iron pin, joint corner of lots Nos. 1 and 2 on the McHugh plat; thence with the common line of Lots Nos. 1 and 2 S. 77.59 E. 352.6 feet to an iron pin on the margin of East Lake Shore Drive; thence with the margin of said Drive S. 51.24 E. 33.3 feet to a stake; thence continuing with said Drive (the chord of which is S. 2.37 W.) 35.3 feet to the BEGINNING corner.

LESS HOWEVER: The Southern portion of Lot No. 196 traded to C. L. Lockhart by Hazelle A. Allison, having metes and bounds to wit: BEGINNING at the Lake with the corner common to Lots 195 and 196 and running S. 9 E. 84.5 feet to a new corner; thence a new line to the corner on Lake Shore Drive of Lots 195 and 196; thence with the line between Lots 195 and 196 N. 56-30 W. 200 feet to the beginning corner.

LESS HOWEVER: All that certain piece, parcel or lot of land fronting on Lake Lanier being 20 x 50 feet in rectangular shape containing 1179 square feet as shown upon survey and plat made for John Simon by Neil R. Phillips, RLS, dated May 1, 1974 and recorded in the Greenville County Courthouse which was heretofore conveyed to John Simon by Paul C. Davenport by deed recorded in Deed Book 1006 at page 497 in the RMC Office for Spartanburg County. Property subject to easement as shown upon above referred to plat.

Together with all and singular rights, members, heritaments, and appurtenances to the same belonging in any way incident or pertaining, 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.

*6-21-80
Mortgagee in hand well and truly paid by deed from Mattie Belle E. Davenport to Charles E. Evans 1/23/80*

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