

MORTGAGE

THIS MORTGAGE is made this 20th day of November, 1975, between the Mortgagor, Charles R. and Mary Nell A. Davenport (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association of Greenville, S.C., a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-Six Thousand and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated November 20, 1975 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on December 1, 2005.

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 Greenville, State of South Carolina:

ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, known and designated as Lot 9, Ferncreek Subdivision, shown on plat prepared by Dalton & Neves, Engineers, dated November, 1973, recorded in the RMC Office for Greenville County in Plat Book 5D, Page 28, and having, according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeastern side of Ferncrest Court at the joint front corner of Lots 9 and 10 and running thence with the line of Lot 10, N. 54-07 E. 165 feet to an iron pin; thence S. 20-59 E. 265.7 feet to an iron pin on Ferncrest Drive; running thence with Ferncrest Drive S. 63-01 W. 82.8 feet to an iron pin; thence continuing with Ferncrest Drive S. 53-11 W. 68 feet to an iron pin at the intersection of Ferncrest Drive and Ferncrest Court and running thence with said intersection N. 77-13 W. 33.8 feet to an iron pin on Ferncrest Court; thence with Ferncrest Court N. 16-57 W. 232.3 feet to an iron pin at the point and place of beginning.



which has the address of Lot 9, Ferncrest Court Greenville, South Carolina (herein "Property Address");

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 seized 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.

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