MR 12 3 09 PH '77

300K 1394 PAGE 443

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

DONNE S. TANKERSLEY R. H.C.

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, WILTON LEVIS DAVENPORT, SR. AND IDELL O. DAVENPORT

(hereinafter referred to as Mortgagor) is well and truly indebted unto CLYDE A. CANN AND HELEN B. CANN

(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 Six Thousand Three Hundred Thirty-Four and 66/100------

-----Dollars (\$ 6,334.66) due and payable

\$79.67 per month commencing April 5, 1977, and \$79.67 on the 5th day of each and every month thereafter until paid in full.

with interest thereon from date hereof at the rate of Nine (9%) per centum per annum, to be paid: monthly

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 fer 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 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 Greenville Township, near the corporate limits of the City of Greenville in Tax District 235 and being known and designated as LOT NO. 73 of a subdivision of the Village of Mills Mill as shown on plat thereof made by Piedmont Engineering Service in June, 1954, and recorded in the RMC Office for Greenville County in Plat Book GG, at Pages 60 and 61. Reference being craved to said plat for a more particular metes and bounds description. The house on this lot is No. 242 Ligon Street.

Derivation: Deed Book 1054, Page 503, Wilton Levis, Sr. & Idell O. Davenport from Clyde A. & Helen B. Cann, recorded april 12, 1977.

0 A 27.08 100

DOCUMENTARY STAMP

ა ა ა ა

Λ∶ **Σ**

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of 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 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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

AND THE PROPERTY OF THE PROPER

4328 RW-23