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Carrier Services

FILED BREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

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SUNNIE S. TYBAERSLEY

A.M.C.

WHEREAS, We, DAVID W. DURHAM & CHARLENE R. DURHAM,

thereinafter referred to as Mortgagor) is well and truly indebted unto SOUTHERN BANK & TRUST COMPANY

(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 FOUR THOUSAND THREE HUNDRED FORTY-TWO AND 80/100

Dollars (\$ 4, 342.80 ) due and payable

in 60 monthly installments of \$72.38 commencing on the 22nd day of October, 1974, and on the same date of each successive month thereafter until paid in full

with interest thereon from

date

at the rate of 12.50

per centum per annum, to be paid: in advance

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 Mortgagor at any time for advances made to or for his account by the Mortgagor, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagor at and before the scaling 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 Mortgagor, 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, consisting of 1.4 acres, more or less, as shown by a plat made by Jones Engineering Service, dated August 16, 1968, and having, according to said plat, the following metes and bounds:

BEGINNING at a point in the center of a county road and running thence with the center of said county road N. 34-07 E. 125.5 feet to a point; thence N. 55-53 W. 303.8 feet to a point on the southeastern side of an access road; thence with the southeastern side of said access road S. 68-00 W. 151.2 feet to an iron pin; thence S. 55-53 E. 388.1 feet to the beginning corner.



Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the reats, usues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hireafter 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 Mortgagor forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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