

GREENVILLE CO. S.C.

1988 800

Mail to:
Family Federal Savings & Loan Assn.
Drawer L
Greer, S.C. 29651

MORTGAGE

THIS MORTGAGE is made this 5th day of MAY 1977, between the Mortgagor, S. M. E. Durham and Patricia Durham (herein "Borrower"), and the Mortgagee, Family Federal Savings & Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is #3 Edwards Bldg., 600 N. Main St., Greer, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty-Eight Thousand and 00/100 (48,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated May 5, 1977 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on June 1, 2002

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 the buildings and improvements thereon, situate, lying, and being near the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot #3 and #4 and portions of Lots #6, #7, and #8, of White Horse Heights, plat of which is recorded in the R. M. C. Office of Greenville County, South Carolina, in Plat Book BB at page 135 and more Particularly described in a plat prepared for M. E. Durham, by Carolina Surveying Company on May 3, 1977, to be recorded, and having according to said plats the following metes and bounds to wit:

BEGINNING at an iron pin on the southerly side of Range View Drive, joint front corner of Lots #4 and #5, and running thence S. 30-53 E. 165.4 feet to a pin, joint rear corner of lots #5 and #6; thence W. 51-30 E. 57 feet to a pin; thence through a portion of lot #6 S. 3-32 E. 111.8 feet to a pin, joint rear corner of lots #6 and #7; thence N. 61-10 E. 11.3 feet to a pin; thence S. 25-02 E. 82.5 feet through a portion of lot #7 to a pin on the joint line of lots #7 and #8; thence running S. 29-08 E. 95.2 feet through a portion of lot #8 to a pin; thence S. 76-22 W. 361.5 feet to a pin on the joint rear corner of lots #1 and #3; thence N. 19-20 W. 215.9 feet to a point on Range View Drive; thence following Range View Drive to wit: N. 45-31 E. 50 feet to a pin, thence N. 27-43 E. 40 feet to a pin, thence N. 13-21 E. 28.7 feet to a pin, thence N. 21-10 E. 37-9 feet to a pin, thence N. 47-30 E. 35 feet to a pin, thence N. 60-0 E. 90.8 feet to a pin, the point of the beginning.

This being the same property deeded to the Mortgagor as follows: Lot #3 by deed of M. E. Durham recorded on April 20, 1960, in Deed Book 648 at page 421; Lot #4 and the portions of Lot #6, #7, and #8 in by deed of M. E. Durham recorded on April 20, 1960, in Deed Book 648 at page 422.

Block Book # B13.1-1-15 and B 13.1-1-16

4 Range View Circle Greenville
which has the address of South Carolina 29601 (Street) (City)
(herein "Property Address");
(State and Zip Code)

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 seised 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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