

STATE OF SOUTH CAROLINA } FILED
COUNTY OF GREENVILLE } CO. S. C.

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

APR 23 2 10 PM '82

WHEREAS, ^{DONNA JENNERSLEY} Billy F. Durham and Janice Scroggs Durham

(hereinafter referred to as Mortgagor) is well and truly indebted unto Patricia Scroggs Wilson and Leon Moody Scroggs, 104 Overton Drive, Greenville, South Carolina, 29609

(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

Nine Thousand and no/100----- Dollars (\$ 9,000.00-----) due and payable on or before August 1, 1988.

with interest thereon from _____ date _____ at the rate of 11% per centum per annum, to be paid: according to terms of note of even date herewith.

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 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, Greenville Township, on the North side of Rogers Avenue, and being known and designated as Lot No. 36 of the property of B. E. Geer, as shown by plat of said property, recorded in the RMC Office for Greenville County in Plat Book G, Page 237, and having, according to said plat, the following metes and bounds, to wit:

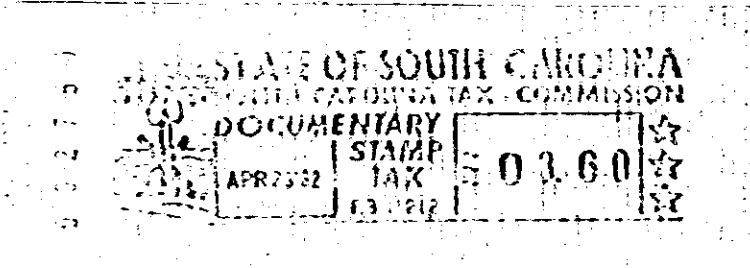
BEGINNING at an iron pin on the North side of Rogers Avenue at joint corner of Lots 35 and 36, and running thence with North side of Rogers Avenue, N. 83-55 W. 78 feet to an iron pin; thence N. 5-55 W. 100.4 feet to an iron pin; thence S. 83-55 W. 78 feet to an iron pin; thence S. 5-50 E. 100.4 feet to the point of beginning.

ALSO, all that piece, parcel or lot of land being in back of Lot No. 36, said lot being shown in Plat Book G at Page 236 (reference made to Block Book 167-8-2), and having the following metes and bounds, to wit:

BEGINNING at an iron pin on the Western line of Lot No. 124 and running thence with said line, S. 4-58 E. 90.65 feet to an iron pin; thence S. 83-55 W. 78 feet to an iron pin; corner of property now or formerly owned by D. A. Huff; thence along line of the Huff lot N. 5-50 W. 89.4 feet to an iron pin; thence N. 83-55 E. 78 feet to the beginning corner.

This is the same property conveyed to mortgagors herein by deed of Patricia Scroggs Wilson and Leon Moody Scroggs of even date herewith and recorded simultaneously with this mortgage.

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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 Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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