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The State of South Carolina,

County of GREENVILLE

To All Whom These Presents May Concern:

Whereas, **R. E. Durham and Helen A. Durham** ~~SEND~~ ~~CONSENTING~~  
 WE, the said **R. E. Durham and Helen A. Durham**  
 hereinafter called the mortgagor(s)  
 in and by **OUR** certain promissory note in writing, of even date with these presents, ~~are~~ well and truly  
 indebted to **S. & M Real Estate Company**,  
 hereinafter called the mortgagee(s), in the full and just sum of **Twenty-three Hundred Fifty and**  
 No/100 - - - - - **DOLLARS (\$ 2350.00)**, to be paid  
 three (3) months after date,

, with interest thereon from **maturity**  
 at the rate of **six** percentum per annum, to be computed and paid  
**annually**  
 interest at the same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, then the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, who may sue thereon and foreclose this mortgage; and in case said note, after its maturity, should be placed in the hands of an attorney for suit or collection, or if, before its maturity it should be deemed by the holder thereof necessary for the protection of his interests to place and the holder should place the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor(s) promise to pay all costs and expenses including 10 per cent. of the indebtedness as attorney's fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW KNOW ALL MEN, That **WE**, the said mortgagor(s), in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee(s) according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to **US**, the said mortgagor(s), in hand well and truly paid by the said mortgagee(s) at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these Presents do grant, bargain, sell and release unto the said **S & M Real Estate Company**, its Successors and Assigns, forever:

All that piece, parcel or lot of land with the buildings and improvements thereon, on the North side of Ben Street in the City of Greenville, being shown as Lot No. 26 on Plat of McDaniel Heights, made by Dalton and Neves, Engineers, August, 1928, recorded in the R. M. C. Office for Greenville County, S. C., in Plat Book "G", at Page 214, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the North side of Ben Street, joint front corner of Lots Nos. 26 and 27 and running thence along the line of Lot No. 27 due North 179 feet to an iron pin; thence due West 70 feet to an iron pin at rear corner of Lot No. 25; thence along the line of Lot No. 25 due South 179 feet to an iron pin on the North side of Ben Street; thence along the North side of Ben Street due East 70 feet to the beginning corner.

This mortgage is junior in rank to the lien of that mortgage this day executed to Liberty Life Insurance Company in the amount of \$5500.00, to be recorded.

*Att: Sara W. Davidson Paid in full, Dec. 21-1948.*  
*P. O. Wilson S. & M. Realty Co.*  
*By: J. N. Sittow, Pres.*

RECORDED AND INDEXED BY RECORDS  
 23 DAY OF Dec. 1948  
*Ollie Farnsworth*  
 REC'D FOR GREENVILLE COUNTY, S. C.  
 AT 2:15 O'CLOCK P. M. NO. 27919