

Mortgagee's mailing address: P.O. Box 1000
Tryon, N.C. 28782

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

BOOK 1503 PAGE 846

TO ALL WHOM THESE PRESENTS MAY CONCERN:

FILED
MAY 23 2 35 PM '80
S. C.

WHEREAS, LARRY DURHAM and WANDA DURHAM, his wife,

(hereinafter referred to as Mortgagor) is well and truly indebted unto NORTH CAROLINA NATIONAL BANK, P.O. Box 1000, Tryon, North Carolina 28782

(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 *****
***** EIGHT THOUSAND SIX HUNDRED & NO/100 ***** Dollars (\$ 8,600.00) due and payable

in fifty-nine (59) consecutive monthly payments of TWO HUNDRED ONE & 29/100 DOLLARS (\$201.29) each and one (1) final payment of \$201.29, each such payment to be applied first to accrued interest and the remainder to principal, with the balance of principal and interest to become due and payable on or before June 8, 1985;

with interest thereon from date at the rate of 14 % per centum per annum, to be paid:

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 and being

All that piece, parcel or lot of land in Glassy Mountain Township, Greenville County, State of South Carolina and in the subdivision known as Lake Lanier and designated upon the plat of the property of Tryon Development Company which is duly recorded in the Office of Register of Mesne Conveyance for Greenville County, South Carolina, as Lots Seventy-three (73) and Seventy-four (74).

Also an easement in, for the purposes hereinafter set forth, that certain piece, parcel or lot of land on Lake Lanier Shore Line and more particularly described as follows:

BEGINNING at an iron pin on the southwestern margin of Lake Shore Drive, said pin being located South 0 degrees 30 minutes West 40.8 feet from an iron pin located in the north margin of Lake Shore Drive and indicated as PC 29+171-1 on the Official Plat of the Holmes Hill Section - Lake Lanier; and running thence with the margin of said road South 48 degrees 45 minutes East 20 feet to an iron pin; thence South 41 degrees 15 minutes West to the shore line; thence along the margin of said shore line a distance of about 20 feet to a stake; thence North 41 degrees 15 minutes East to the BEGINNING.

Said easement being granted for the purposes of a right-of-way to and from said Lake Lanier and for the further purposes and privileges of constructing and maintaining a boathouse on said site.

This conveyance is subject to all restrictions appearing of record which are operative and which affect property in the Lake Lanier Subdivision.

The above described property is the identical property conveyed to Larry Durham and Wanda Durham, his wife, by Glenn Othar Thompson and Patricia Henson Thompson, his wife, by deed dated May 16, 1980, recorded in office Register of Mesne Conveyance for Greenville County, South Carolina in Book 1126 page 279 on May 23, 1980.

REGISTER

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
REGISTER OF MESNE CONVEYANCE
RECORDED
MAY 23 1980

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 such 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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