

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

FILED MORTGAGE OF REAL ESTATE  
TO ALL PARTIES THESE PRESENTS MAY CONCERN:  
APR 1 4 36 PM '83  
DONNIE S. TANKERSLEY  
R.H.C.

WHEREAS, James K. Durham

(hereinafter referred to as Mortgagor) is well and truly indebted unto Clyde Harbert and Geneva F. Harbert

(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  
Seventeen Thousand, Five Hundred Dollars (\$ 17,500.00) due and payable

with interest thereon from even date at the rate of per note per centum per annum, to be paid: as set forth in said note.

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:

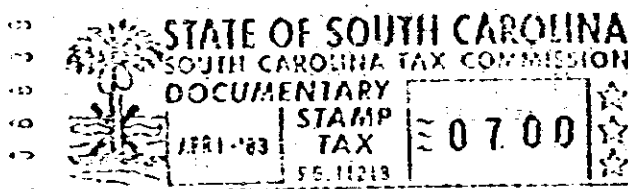
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being shown as Lot 83 on plat entitled "Wade Hampton Gardens, Section III" recorded in the RMC Office for Greenville County in Plat Book YY, Page 179, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Balfer Drive at the joint front corner of Lots 83 and 84 and running thence with the joint line of said Lots, N. 72-49 W. 154 feet to an iron pin; thence N. 21-06 W. 100 feet to an iron pin at the joint rear corner of Lots 83 and 82; thence with the joint line of said Lots, S. 72-53 E. 148.1 feet to an iron pin on the western side of Balfer Drive; thence with said Balfer Drive, S. 18-11 W. 100 feet to the point of beginning.

DERIVATION: This being the same property conveyed to Mortgagor herein by deed of Mortgagee as recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1185, Page 543, on April 1, 1983, 1983.

This mortgage is junior and second in lien to that certain note and mortgage given to First National Mortgage Association as recorded in the RMC Office for Greenville County, South Carolina in Mortgage Book 1451, Page 749 on December 1, 1978.

This mortgage may not be assumed without the express written consent of Mortgagee and any transfer of the property described above without the express written consent of Mortgagee shall constitute a "default" under Paragraph 6 of this mortgage.



400 8 31011801

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 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.

0411

4328-RV-21