

STATE OF SOUTH CAROLINA )  
COUNTY OF Greenville )

FILED  
GREENVILLE CO S.C.

BOOK 1604 PAGE 737  
MORTGAGE OF REAL PROPERTY

MAY 2 11 18 AM '83

THIS MORTGAGE made this 25 day of April, 19 83,  
among Charles F. DURHAM, JR. and Deborah L. DURHAM (hereinafter referred to as Mortgagor) and  
Allstate Enterprises, Inc. a Delaware Corporation (hereinafter referred to as Mortgagee):  
401 McCullough Drive, Charlotte, NC 28213

WITNESSETH THAT, WHEREAS, Mortgagor is indebted to Mortgagee for money loaned for which Mortgagor has executed and delivered to Mortgagee a Note of even date herewith in the principal sum of Thirty Thousand Two Hundred Forty Nine (\$ 30249.00), the final payment of which is due on May 5 19 95, together with interest thereon as provided in said Note, the complete provisions whereof are incorporated herein by reference;

AND WHEREAS, to induce the making of said loan, Mortgagor has agreed to secure said debt and interest thereon (together with any future advances) and to secure the performance of the undertakings prescribed in the Note and this Mortgage by the conveyance of the premises hereinafter described:

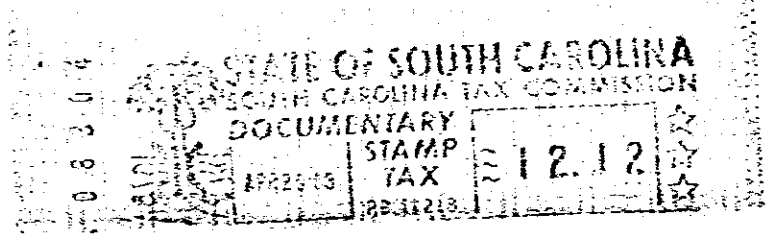
NOW, THEREFORE, in consideration of the aforesaid loan and the sum of Three Dollars (\$3.00) cash in hand paid to Mortgagor, the receipt of which is hereby acknowledged, Mortgagor hereby grants, sells, conveys, assigns and releases to Mortgagee, its successors and assigns, the following described premises located in Greenville County, South Carolina:

All that piece, parcel or lot of land situate, lying and being on the Eastern side of McSwain Drive in the City of Mauldin, County of Greenville, State of South Carolina, being known and designated as Lot No. 97 as shown on a plat of Burdette Estates prepared by Dalton & Neves, Engineers, dated February, 1971, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 4-X, at Page 60, said plat being referred to for a more complete description thereof.

This conveyance is subject to all restrictions, set back lines, roadways, zoning ordinances, utility easements and rights of way, if any, as may affect the above described property.

This is the same property conveyed to the grantors herein by deed of Rosamond Enterprises, Inc., dated 5/29/79, recorded 5/29/79 in Page 1103, Page 534, for Greenville County.

This being same property also known as 106 McSwain Drive, Greenville County, Mauldin, South Carolina.



Together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in anywise incident or appertaining. Including but not limited to all buildings, improvements, fixtures, or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures, or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and also together with any screens, window shades, storm doors and windows, screen doors, awnings, stoves and water heaters (all of which are declared to be a part of said real estate whether physically attached thereto or not).

TO HAVE AND TO HOLD the same with all privileges and appurtenances thereunto belonging to Mortgagee, its successors and assigns, forever, for the purposes hereinafter set out and Mortgagor covenants with Mortgagee, its successors and assigns, that Mortgagor is seized of, and has the right to convey, the premises in fee simple; that the premises are free and clear of all encumbrances except for a prior Mortgage, if any; and that Mortgagor will warrant and defend title to the premises against the lawful claims of all persons whomsoever.

MORTGAGOR COVENANTS with Mortgagee, its heirs, successors and assigns as follows:

1. NOTE PAYMENTS. Mortgagor shall make timely payments of principal and interest on the above mentioned Note in the amounts, in the manner and at the place set forth therein. This Mortgage secures payment of said Note according to its terms, which are incorporated herein by reference.

2. TAXES. Mortgagor shall pay all taxes, charges and assessments which may become a lien upon the premises hereby conveyed before any penalty or interest accrues thereon and shall promptly deliver to Mortgagee (at its request) official receipts evidencing payment thereof. In the event of the passage after the date of this Mortgage of any law imposing a federal, state or local tax upon Mortgage or debts secured thereby, the whole principal sum (together with interest) secured by this Mortgage shall, at the option of Mortgagee, its successors and assigns, without notice become immediately due and payable.

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