

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S.C.
MAY 3 12 17 PM '83

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

WHEREAS, I, M. E. Durham, ^{DONNIE S. THOMPSON} R.M.C.

(hereinafter referred to as Mortgagor) is well and truly indebted unto FIRST CITIZENS BANK & TRUST COMPANY OF SOUTH CAROLINA

P. O. Box 3028, Greenville, S. C.

(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

Twenty-Nine Thousand, Eight Hundred Thirty-Two and 48/100 - - - - - Dollars (\$29,832.48) due and payable as provided for in promissory note dated April 4, 1983.

with interest thereon from maturity at the rate of 15 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:

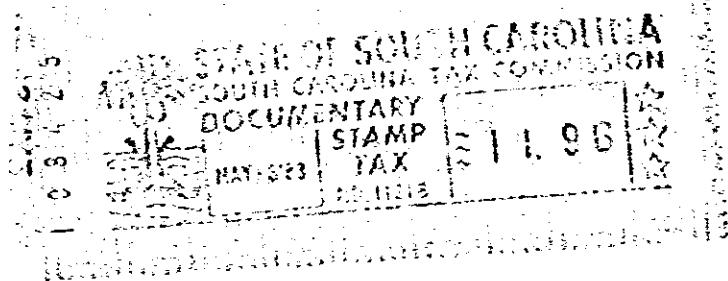
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, the Mortgagee's heirs, 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 and designated as a tract containing 1.82 acres, according to plat entitled "Survey for Precision Boring & Tunneling Co., Inc." made by Carolina Surveying Company, September 27, 1975, and recorded in the RMC Office for Greenville County, S. C. in Plat Book 5-Q at page 8, and having metes and bounds as shown thereon. Reference is hereby made to said plat for a more complete description.

This being the same property conveyed to the mortgagor herein of even date by deed of Marion Edward Durham, II and being recorded herewith.

ADDRESS OF MORTGAGEE: P. O. Box 3028, Greenville, S. C. 29602.

If all or any part of the property covered by this mortgage is sold or transferred by the mortgagor without the mortgagee's prior written consent, mortgagee may, at mortgagee's option, declare all the sums secured by this mortgage to be immediately due and payable. Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer, mortgagee and the person to whom the subject property is to be sold or transferred reach agreement in writing that the interest payable on the sums secured by this mortgage shall be at such rate as the mortgagee may request, and the terms of this mortgage shall be as mortgagee may request.



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 is 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.