LAW OFFICES OF LATHAN, SMITH & BARBARE, P.A., GREENVILLE, SOUTH CAROLINA

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GREENVILLE CO. S. C.

BOOK 1579 PAGE 201

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

AUG 31 1 59 PM '82
DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Philip Randall Durham and Patti Henson Durham

(hereinafter referred to as Mortgagor) is well and truly indebted unto Boyd C. Lister and Sybil L. Lister

(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 Two Thousand Six Hundred and No/100----------

---------- Dollars ($ 2,600.00) due and payable

as provided for in Promissory Note executed of even date herewith, the terms of which are incorporated herein by reference.

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

ALL that certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, being known and designated as Lot No. 5 on plat entitled "ROLLING HILLS Subdivision", recorded in the RMC Office for Greenville County in Plat Book 8-P at Page 27 and having such metes and bounds as shown thereon, reference to said plat being made for a more complete description.

THIS is the same property conveyed to the Mortgagors herein by deed from Boyd C. Lister and Sybil L. Lister, dated August 31, 1982 and recorded in the RMC Office for Greenville County of even date herewith.

THE mailing address of the Mortgagees herein is Route 1, Taylors, South Carolina 29687.

STATE OF SOUTH CAROLINA
DOCUMENTARY STAMP TAX COMMISSION
STAMP 01.04

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.

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