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Ted 9811 ham salah Babbara Durham WHEREAS.

herematic, referred to as Mortgagora is well and truly indebted unto Billy F. Durham and Sue B. Durham thereinafter referred to as Mortgagee) as evidenced by the Mortgagon's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Twelve Thousand and No/100 (\$12,000.00)----- Dellars. decand payable: in 120 equal monthly installments of \$165.31 each, commencing 1 May 1983, and continuing on the 1st day of each and every month thereafter, until paid in full, said payments to be applied first to interest, with balance to principal, with interest thereon from with at the rate ofeleven (11%) centum per annum, to be paid: monthly, as amortized.

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 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 guarated, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors

All that piece, parcel, or lot of land in the County of Greenville, State of South Carolina, on the northern side of Stanley Drive, near the City of Greenville, being shown as Unit 110 on Plat of Harbor Town, recorded in the RMC Office for Greenville County in Plat Book "5 P", at Pages 13 and 14, and being more particularly described as follows: BEGINNING at a point at the joint corner of Units 110 and 109 and thence running S. 50-56 E. 67.6 feet; thence turning and running S. 39-04 W. 20.8 feet; thence turning and running N. 50-56 W. 67.6 feet; thence turning and running N. 39-04 E. 20.8 feet to the point of BEGINNING.

The within is the identical property heretofore conveyed to the mortgagors by deed of Robert Frank Thompson, dated 22 March 1983, recorded 23 March 1983, RMC Office for Greenville County, S. C., in Deed Book 184, at Page 893.

This is a second mortgage.

MORTGAGEES' MAILING ADDRESS: Route #7, Box 265, Easley, South Carolina 29640.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging or 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 tixtures 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 claiming the same or any part thereof.

The Mortgagor further covenants and agrees as follows:

- (1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This nortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgage so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing
- (i.) That it will keep the improvements now existing or hereafter crected on the mortgaged property insured as may be required Ron time to time by the Mortgagee against loss by fire and any other hazards specified by Mortgagee, in an amount not less than the portgage debt, or in such amounts as may be required by the Mortgagee, and in companies acceptable to it, and that all such policies of tenewais thereof shall be held by the Mortgagee, and have attached thereto loss payable clauses in favor of, and in form acceptable to the Mortgagee and that it will pay all premiums therefor when deep and that it does hereby assign to the Mortgagee the proceeds of policy positing the mortgaged premises and does hereby authorize each insurance company concerned to make payment for a loss cover to the Mortgagee to the extent of the balance owing on the Mortgage debt, whether due or not.
- That it will keep all improvements now existing or hereafter crected in good repair, and, in the case of a construction loan, What is with continue construction until completion without interruption, and should it fail to do so, the Morigagee may, at its option, such expenses for such repairs or the completion of such construction to the mortgage debt.
- (4) That it will pay, when due, all taxes, public assessments, and other governmental or municipal charges, fines or other imposi-tions against the mortgaged premises. That it will comply with all governmental and municipal laws and regulations affecting the mort-
- orged premises. (5) That it hereby assigns all rents, issues and profits of the mortgaged premises from and after any default hereunder, and agrees that, should legal proceedings be instituted pursuant to this instrument, any judge having jurisdiction may, at Chambers or otherwise, cupoint a receiver of the mortgaged premises, with full authority to take possession of the mortgaged premises and collect the rents. sees and profits, including a reasonable rental to be fixed by the Court in the event said premises are occupied by the mortgagor and their deducting all charges and expenses attending such proceeding and the execution of its trust as receiver, shall apply the residue of the rents, issues and profits toward the payment of the debt secured hereby.
- (6) That if there is a default in any of the terms, conditions, or covenants of this mortgage, or of the note secured, then, at the option of the Mortgagee, all sums then owing by the Mortgagor to the Mortgagee shall become immediately due and payable, and this mortgage may be forcelosed. Should any legal proceedings be instituted for the forcelosure of this mortgage, or should the Mortgageo become a party of any suit involving this Mortgage or the title to the premises described herein, or should the debt secured hereby or any part thereof be placed in the hands of any attorney at law for collection by suit or otherwise, all costs and expenses incurred by the Mortgagee, and a reasonable attorney's fee, shall thereupon become due and payable immediately or on demand, at the option of the Mortgagee, as a part of the debt secured hereby, and may be recovered and collected hereunder.

THE RESERVE OF THE PROPERTY OF