JAMES R. MANN, Attorney at Law, Greenville, S. F. 29601

REFNY 11 5 00 S. CMORTGAGE OF REAL ESTATE 809K 1603 PAGE 133 APR 21 3 07 PH 103 WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Claude Anthony Durham

(hereinafter referred to as Mortgagor) is well and truly indebted unto Claude Frank Durham,

Rt. 3, Antioch Road, Easley, S. C. 29640

(hereinaster 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 Three Hundred Seventy-seven and no/100ths Dollars (\$ 29,377.83) due and payable

as provided in a promissory note executed simultaneously herewith

as provided 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, situate, lying and being in the County of Greenville, State of South Carolina, and being known and designated as Lot 89, Northwood Subdivision, Section 1, according to a plat prepared of said subdivision by Piedmont Surveyors, dated April 10, 1981, which said plat is recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 7-X, at Page 98, and according to said plat having the following courses and distances, to-wit:

BEGINNING at a point on the edge of Woodivew Drive, joint front corner with Lot 90, and running thence with the common line with said Lot, S. 86-26-36 E. 53.55 feet to a point, joint rear corner with Lots 88 and 90; thence running with the common line with Lot 88, S. 40-41-48 E. 143.68 feet to a point on the edge of Bendingwood Circle; thence running with the edge of said Road S. 49-59-15 W. 10.58 feet to a point on the edge of said Road; thence continuing with the edge of said Road, S. 68-48-39 W. 57-12 feet to a point on the edge of said Road; thence continuing with the edge of said Road, S. 74-02-13 W. 42.3 feet to a point on the edge of said Road; thence running with the intersection of Bendingwood Circle and Woodview Drive, N. 56-46 W. 32.68 feet to a point on the edge of said Woodview Drive; thence running with the edge of Woodview Drive, N. 7-35 W. 134.7 feet to a point on the edge of said Drive, the point of beginning.

The above described property is the same conveyed to me by Carolina Builders & Realty, Inc. by deed dated and recorded on October 22, 1982, in the R. M. C. Office for Greenville County in Deed Book 1176, Page 49. LEGAL STATE OF SOUTH CAROLI

foure targetha fax DOCUMENTARY

STAMP

1482 , ES IAXTogether with all and singular rights, members, herditaments, and appurtenances to the same belonging 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 fixtures now or hereafter attisched, 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.

(i) 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.

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 mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgager by the Mortgagee so long as the total independence of the covenants have been described by the Mortgagee so long as the total independence of the covenants have been described by the Mortgagee so long as the total independence of the covenants have been described by the Mortgagee so long as the total independence of the covenants have been described by the Mortgagee so long as the total independence of the covenants and the covenants are covenants and the covenants are covenants. at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

(2) That it will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and any other hazards specified by Mortgagee, in an amount not less than the mortgage debt, or in such amounts as may be required by the Mortgagee, and in companies acceptable to it, and that all such policies and renewals 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 due; and that it does hereby assign to the Mortgagee the procedure to the acceptable to the procedure of the hereby authorize each insurance company concerned to make payment for a loss directly to the Mortgagee, to the extent of the balance owing on the Mortgage debt, whether due or not.