

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.

BOOK 1158 PAGE 337

JUN 19 3 28 PM '70

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

OLLIE FARNSWORTH
R. M. C.

WHEREAS, I, CHARLES MICHAEL DURHAM

(hereinafter referred to as Mortgagor) is well and truly indebted unto SOUTHERN BANK AND TRUST COMPANY

(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 NINE THOUSAND NINE HUNDRED NINETEEN AND 68/100

Dollars (\$9,919.68) due and payable

at the rate of Two Hundred Six and 66/100 (\$206.66) Dollars on the 22nd day of July, 1970 and on the same day of each successive month thereafter until paid in full

due with interest thereon from/date at the rate of eight per centum per annum, to be paid: on demand

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, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, with buildings thereon to include a

boat house and dock, and being known and designated as Lot No. 3, according to a plat entitled "Revised Portion Tract A, Property of Joseph E. Crosland". The plat is recorded in the RMC Office for Greenville County in Plat Book VV at page 7 and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin at corner of property on line of property now or formerly of George Morgan and running thence along the line of Tract B, S. 86-50 W. 130 feet to an iron pin at the northeast corner of Lot No. 2; thence along the eastern line of Lot No. 2, S. 3-10-E. 272.1 feet to an iron pin on Saluda Lake; thence following a traverse line N. 61-49 E. 11.2 feet to an iron pin; thence continuing with a traverse line, along Saluda Lake, N. 33-59 E. 111 feet to an iron pin; thence N. 18-29 E. 144 feet along the line of property now or formerly of George Morgan; thence still with George Morgan property, N. 3- 10 W. 65 feet to an iron pin at the point of beginning.

ALSO: Those easements and/or rights of ingress and egress conveyed to the mortgagor by deed of even date and further described by deed recorded in the RMC Office for Greenville County in Deed Book 749 at page 389.

Together with all and singular rights, members, hereditaments, 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 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 lawfully claiming the same or any part thereof.