

OCT 26 4 07 PM '63

State of South Carolina

County of GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

R. E. DURHAM AND HELEN A. DURHAM

WHEREAS, we the said R. E. Durham and Helen A. Durham

in and by OUR certain promissory note in writing, of even date with these Presents... LIBERTY LIFE INSURANCE COMPANY... Five Thousand Five Hundred and No/100... (\$5,500.00) DOLLARS... five... monthly... Beginning on the 26th day of November, 1948... 26th day of September, 1963... 26th day of October, 1963... five... 5%... \$5,500.00... monthly... All instalments of principal and all interest are payable in lawful money of the United States of America...

All instalments of principal and all interest are payable in lawful money of the United States of America; and in the event default is made in the payment of any instalment or instalments, or any part thereof, as therein provided, the same shall bear simple interest from the date of such default until paid at the rate of seven (7%) per centum per annum.

And if at any time any portion of principal or interest shall be past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, then the whole sum of the principal of said note remaining at that time unpaid together with the accrued interest, shall become immediately due and payable, at the option of the holder thereof, who may sue thereon and foreclose this mortgage; and if said note, after its maturity, should be placed in the hands of an attorney for suit or collection, or if, before its maturity, it should be deemed by the holder thereof necessary for the protection of its interests to place, and the holder should place, the said note or this mortgage in the hands of an attorney for any legal proceedings; then and in either of such cases the mortgagor promises to pay all costs and expenses including a reasonable attorney's fee, these to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW, KNOW ALL MEN, That we the said R. E. Durham and Helen A. Durham, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said LIBERTY LIFE INSURANCE COMPANY according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to us the said R. E. Durham and Helen A. Durham, in hand well and truly paid by the said LIBERTY LIFE INSURANCE COMPANY, at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said LIBERTY LIFE INSURANCE COMPANY

All that piece, parcel or lot of land with the buildings and improvements thereon, on the North side of Ben Street in the City of Greenville, County of Greenville, State of South Carolina, shown as Lot No.26 on Plat of McDaniel Heights, made by Dalton & Neves, Engineers, August 1928, recorded in the R. M. C. Office for Greenville County, S. C., in Plat Book "G", at page 214, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the North side of Ben Street, joint front corner of Lots Nos. 26 and 27 and running thence along the line of Lot No.27 due North 179 feet to an iron pin; thence due West 70 feet to an iron pin at rear corner of Lot No.25; thence along the line of Lot No.25 due South 179 feet to an iron pin on the North side of Ben Street; thence along the North side of Ben Street due East 70 feet to the beginning corner.

The above described property is the same this day conveyed to the Mortgagors by S & M Real Estate Company by deed to be recorded herewith.

Paid in full and Satisfied this the 14th day of December 1949

Liberty Life Insurance Company by Wm. P. Anderson Treasurer

witnesses: Sarah Waldrop, Leora H. Lynn

11:13a.m. 1949