

BOOK 492 PAGE 443

THE STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.
MAR 6 12 54 PM 1951

To All Whom These Presents May Concern:

We, James R. Durham and Cornelia W. Durham

SEND GREETING:

Whereas we the said James R. Durham and Cornelia W. Durham
in and by our certain promissory note in writing; of even date with these
Presents, are well and truly indebted to E. M. Sweat

in the full and just sum of Six Hundred and Fifty Dollars, (\$650.00)

to be paid Twenty-Five Dollars, (\$25.00) on the 3rd day of
April, 1951, and a like amount on the 3rd day of each succeeding month thereafter
until paid in full,

with interest thereon from date hereof
at the rate of 5 per centum per annum, to be computed and paid annually

until paid in full; all interest not paid when due to bear
interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid,
the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, who
may sue thereon and foreclose this mortgage; and in case 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 his 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 said cases the mortgagor promises
to pay all costs and expenses including 10 per cent. of the indebtedness as attorneys' fees, this 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 James R. Durham and Cornelia W.
Durham, in consideration of the said debt and
sum of money aforesaid, and for the better securing the payment thereof to the said E. M. Sweat

according to the terms of the said note, and also in
consideration of the further sum of Three Dollars, to us the said James R. Durham and
Cornelia W. Durham, in hand well and truly paid by the said E. M. Sweat

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
E. M. Sweat and his Heirs and Assigns forever,

All that piece, parcel or lot of land in Greenville Township, Greenville
County, State of South Carolina, on the Northwest side of Paris Mountain Road, and
being known and designated as Lot No. 16 on a plat of North Sunset Hills, made
by Dalton and Neves in July, 1941, recorded in the R. M. C. Office for Greenville
County in Plat Book "L" at Page 92, and having, according to said plat, the
following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northwest side of Paris Mountain Road,
joint front corner of Lots Nos. 16 and 17, being 95.7 feet West of the Northwest
corner of the intersection of Paris Mountain Road and Elizabeth Drive, and running
thence with the line of Lot No. 17, N. 25-03 W. 160 feet to an iron pin on a 5-
foot alley reserved for utilities; thence with the line of said alley, S. 64-57 W.
60 feet to an iron pin, joint rear corner of Lots Nos. 15 and 16; thence with the
line of Lot No. 15, S. 25-03 E. 160 feet to an iron pin on the Northwest side of
Paris Mountain Road; thence with said Paris Mountain Road, N. 64-57 E. 60 feet
to the beginning corner.

This mortgage is junior in rank to the mortgage held by the Aiken Loan and
Trust Company over said property, and this property is the same property this day
conveyed to us by Carl S. Payne.