

MORTGAGE 3 27 PM 1955

STATE OF SOUTH CAROLINA, }
COUNTY OF GREENVILLE }

OLLIE FANNING
R.M.C.

To ALL WHOM THESE PRESENTS MAY CONCERN:

ROY E. DURHAM of
Greenville, South Carolina, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto

LIBERTY LIFE INSURANCE CORPORATION

, a corporation organized and existing under the laws of the State of South Carolina hereinafter called the Mortgagee, as evidenced by a certain promissory note of ~~even date herewith~~ ^{March 10, 1955}, the terms of which are incorporated herein by reference, in the principal sum of Thirteen Thousand Three Hundred Dollars (\$ 13,300.00), with interest from date at the rate of Four & One-half per centum (4½%) per annum until paid, said principal and interest being payable at the office of Liberty Life Insurance Company in Greenville, South Carolina or at such other place as the holder of the note may designate in writing, in monthly installments of Seventy Three and 95/100----- Dollars (\$ 73.95), commencing on the first day of May , 1955 , and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of April , 1980 .

Now, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt and for better securing the payment thereof to the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3) 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, the following-described real estate situated in the County of Greenville , State of South Carolina:

ALL that lot of land with the buildings and improvements thereon situate on the Southeast side of Super Highway U. S. No. 29 (sometimes referred to as the Greenville-Spartanburg Super Highway), near the City of Greenville, in Greenville County, South Carolina, being shown as Lot No. 208 on plat of Property of Robert J. Edwards, made by Dalton and Neves, Engineers, May, 1951, recorded in the R.M.C. Office for Greenville County, S. C., in Plat Book "EE", at pages 60 and 61, and having according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the Southeast side of Super Highway U. S. No. 29 at joint front corner of Lots 207 and 208, and running thence along the line of Lot 207, S. 47-00 E., 325 feet to an iron pin; thence N. 43-00 E., 100 feet to an iron pin; thence with the line of Lot 209, N. 47-00 W., 325 feet to an iron pin on the Southeast side of Super Highway U. S. No. 29; thence along the Southeast side of said Highway, S. 43-00 W., 100 feet to the beginning corner.

This is the same property conveyed to Roy E. Durham, by deed of Ruby O. Cordell, of even date, to be recorded herewith.

The Mortgagor executed his mortgage to Liberty Life Insurance Company on March 10, 1955, recorded in Mortgage Book 632, page 31, and in said mortgage the legal description of the property intended to be covered thereby was incorrect in that the mortgage described Lot 209 on the plat above mentioned, while it was the intention of the Mortgagor to describe Lot 208 as above set forth. Therefore, this mortgage is given for the purpose of showing the correct legal description of the property.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures and equipment now or hereafter attached to or used in connection with the real estate herein described.

To HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its successors and assigns forever.

The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute, that he has good right and lawful authority to sell, convey, or encumber the same, and that the

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