

GREENVILLE, S.C.
APR 19 4 20 PM '57 722 Page 181

MORTGAGE

OLLIE FARNSWORTH
R.M.C.

STATE OF SOUTH CAROLINA, } ss:
COUNTY OF GREENVILLE }

TO ALL WHOM THESE PRESENTS MAY CONCERN:

James R. Durham and Cornelia W. Durham of
Greenville, South Carolina, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto THE INDEPENDENT LIFE AND ACCIDENT INSURANCE COMPANY, a corporation organized and existing under the laws of Florida, hereinafter called the Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, in the principal sum of **Fifty-seven Hundred and No/100** ----- Dollars (\$ **5700.00**), with interest from date at the rate of **six** ----- per centum (**6** %) per annum until paid, said principal and interest being payable at the office of The Independent Life and Accident Insurance Company in Jacksonville, Florida, or at such other place as the holder of the note may designate in writing, in monthly installments of **Fifty-seven and No/100** ----- Dollars (\$ **57.00**), commencing on the **1st** day of **October**, 19 **57** and on the **1st** day of each month thereafter until the principal and interest are fully paid.

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:

Lying on the North side of Paris Mountain Road, near the City of Greenville, and being known and designated as Lot 16 on a plat of North Sunset Hills recorded in Plat Book L at page 92 and shown more particularly on plat of the property of James R. Durham and Cornelia W. Durham prepared by R. W. Dalton, dated August, 1957, and according to said plat being more particularly described as follows:

BEGINNING at an iron pin on the North side of Paris Mountain Road at the front corner of Lot 17, which pin is S. 64-57 W. 95.7 feet from the intersection of Paris Mountain Road with Elizabeth Drive, running thence with the line of Lot 17, N. 25-03 W. 160 feet to an iron pin on the South side of a five foot strip reserved for utilities; thence with the South side of said strip S. 64-57 W. 60 feet to an iron pin at the rear corner of Lot 15; thence with the line of said lot, S. 25-03 E. 160 feet to an iron pin on the North side of Paris Mountain Road; thence with the North side of said Road, N. 64-57 E. 60 feet to the beginning corner.

Being the same property conveyed to mortgagors by deed of Carl S. Payne, recorded in Deed Book 430 at page 242.

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 premises are free and clear of all liens and encumbrances whatsoever. The Mortgagor further covenants to warrant and forever defend all and singular the premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

Attest: Nellie M. Smith
Deputy R.M.C.

21 April 57
Ollie Farnsworth
9:50 a. 27443

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April
E. Sumner.