

MAY 4 12 13 PM '59

State of South Carolina  
COUNTY OF GREENVILLE

**MORTGAGE  
OF  
REAL ESTATE**

TO ALL WHOM THESE PRESENTS MAY CONCERN:

THOMAS A. DURHAM

(hereinafter referred to as Mortgagor) SEND(S)

GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto Greer Federal Savings and Loan Association (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

Four Thousand Five Hundred Fifty and no/100 -----DOLLARS (\$ 4,550.00 ), with interest thereon from date at the rate of six (6%) per centum per annum, said principal and interest to be repaid as therein stated:

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 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 piece, parcel or lot of land, with the improvements thereon, situate, lying and being in or near Greenville in the County of Greenville, South Carolina, and being more particularly described as Lot No. 76 as shown on plat entitled Subdivision for Abney Mills, Poinsett Plant, Greenville, South Carolina, made by Pickell & Pickell, Engineers, Greenville, S. C., March 5, 1959, and recorded in the Office of the R. M. C. for Greenville County in Plat Book No. QQ at page(s) 51. According to said plat the within described lot is also known as No. 44 Cain Street and fronts thereon 71 feet.

It is expressly understood and agreed that the within mortgage is given to secure all or a portion of the purchase price of the above property which is simultaneously being acquired by mortgagor from Abney Mills, this mortgage and said conveyance being delivered simultaneously.

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 any other equipment or 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 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 Mortgagor forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.