

FILED
GREENVILLE CO. S. C.

JUL 28 11 47 AM 1959

CLERK

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN;

W. Frank Durham (hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto William R. Timmons, Jr.

(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

Two Thousand Forty-Three and 55/100----- DOLLARS (\$ 2,043.55),

with interest thereon from date at the rate of six per centum per annum, said principal and interest to be repaid:

PAYABLE: On or before one year from date, with interest thereon from date at the rate of six per cent, per annum, to be computed and paid semi-annually, until paid in full.

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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 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:

"All that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, in Butler Township, near the City of Greenville, being known and designated as Lot No. 36, of McSwain Gardens, a plat of which is recorded in Plat Book GG at page 75, and having, according to said plat, the following metes and bounds:

BEGINNING AT A point on the Northwestern side of Mimosa Drive at the joint corner of Lots 36 and 37 and running thence N. 26-20 W. 163.3 feet to a point at the joint rear corner of Lots 36 and 37; thence S. 64-19 W. 119 feet to a point on the Northeastern side of Astor Street at the joint corner of Lots 35 and 36; thence with the Northeastern side of Astor Street, S. 25-41 E. 163.4 feet to a point; thence following the curvature of the Northeastern intersection of Astor Street with Mimosa Drive (the chord of which is S. 80-30 E. 26.4) feet to a point; thence with the Northwestern side of Mimosa Drive N. 55-04 E. 97.5 feet to the point of beginning.

Being the same property conveyed to Mortgagor by deed of William R. Timmons, Jr. dated July 24, 1959, to be recorded herewith.

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.

*Paid in full & Satisfied
This the 19th day of
Oct. 1959*

SATISFIED AND CANCELLED OF RECORD
28 DAY OF Jan 1960
Allie Johnson
S. C. FOR GREENVILLE COUNTY, S. C.
BY 10:28 O'CLOCK A. M. NO. 21270

*Wit:
Catherine Newsis
William R. Timmons Jr*