

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.
JUL 1 11 09 AM '69
OLLIE FARNSWORTH
R. M. C.

BOOK 1130 PAGE 221

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Douglas G. Durham,

(hereinafter referred to as Mortgagor) is well and truly indebted unto

Bill Phillips,

(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

Nine Thousand, Three Hundred and Fifty and 57/100 Dollars (\$ 9,350.57) due and payable

in equal successive monthly instalments of Seventy-Two and 50/100 (\$72.50) Dollars each, without interest prior to maturity, first instalment due and payable on August 1, 1969, and a like instalment on the first day of each succeeding month thereafter until principal sum is paid in full,

maturity

with interest thereon from ~~DATE~~ at the rate of six per centum per annum, to be paid: annually

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, known and designated as Lot No. 36 on plat of Augusta Acres Property of Marsmen, Inc., and recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book S at page 201, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the north side of Henderson Avenue, joint corner of lots Nos. 36 and 35, and running thence with the line of lot No. 36, N. 8 - 16 W. 200 feet to an iron pin; thence with the rear line of lot No. 37, N. 81 - 44 E. 100 feet to an iron pin on the western side of Patton Drive; thence with Patton Drive, S. 8 - 16 E. 175 feet to an iron pin; thence in a curved line, S. 36 - 44 W. 35.4 feet to an iron pin on the northern side of Henderson Avenue; thence with Henderson Avenue, S. 81 - 44 W. 75 feet to the beginning corner, and being the same property conveyed to me by deed from William A. Beasley, dated April 28, 1967, and recorded in the R. M. C. Office aforesaid in Deed Book 818 at page 450.

I represent that the above described property is clear of all liens and encumbrances, except one mortgage given by William A. Beasley to C. Douglas Wilson & Co., dated March 25, 1966, recorded in the R. M. C. Office aforesaid in Mortgage Book 1026 at page 45, in the original amount of \$9,650.00, and which mortgage debt will be paid in full with the proceeds of the loan which this mortgage secures. I further represent that I am the owner of said property in fee simple, and acknowledge that the loan which this mortgage secures would not have been made without the representations: (1) that I am the owner in fee simple of said property; and (2) that the said property is clear of all liens and encumbrances, except the mortgage debt aforesaid.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting 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 heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

FOR SATISFACTION TO THIS MORTGAGE SEE

SATISFACTION BOOK 2 PAGE 492