

STATE OF SOUTH CAROLINA  
COUNTY OF Greenville

FILED  
GREENVILLE CO. S. C.

SEP 22 12 57 PM '71

OLLIE FARRIS WORTH  
R.M.C.

BOOK 1203 PAGE 527

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Marshall B. Durham

(hereinafter referred to as Mortgagor) is well and truly indebted unto  
Southern Bank and Trust Company, Piedmont, S. C.

(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 two hundred seventy-two and 03/100 --- Dollars (\$ 4,272.03 ) due and payable in monthly installments of \$75.00 each, including principal and interest, the first of these payments being due on August 25, 1971, with a like amount on the corresponding day of each and every calendar month thereafter until entire debt is paid in full.

with interest thereon from date at the rate of 8% per centum per annum, to be paid: monthly

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 the Piedmont Manufacturing Company Village, in or near the Town of Piedmont, and being more particularly described as Lot No. 106, Section 3, as shown on a plat entitled "Property of Piedmont Mfg. Co., Greenville County," made by Dalton & Neves, February 1950; Sections 3 and 4 of said plat are recorded in the R. M. C. Office for Greenville County in Plat Book Y, at pages 2 - 5, inclusive, and pages 6 - 9, inclusive, respectively. According to said plat, the within described lot is also known as No. 5 Mill Street and fronts thereon 29.2 feet. This is the identical property heretofore conveyed to the grantor herein by J. P. Stevens & Co., Inc., by its deed dated August 1, 1950, and recorded in the R. M. C. Office for Greenville County in Deed Book 416, at page 333.

This conveyance is made subject to all conditions, restrictions and reservations contained in the deed of J. P. Stevens & Co., Inc. above mentioned.

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.