

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S.C.

MORTGAGE OF REAL ESTATE

BOOK 1251 PAGE 362

SEP 29 2 49 PM '72

TO ALL WHOM THESE PRESENTS MAY CONCERN:

ELIZABETH RIDDLE
R.M.C.

WHEREAS, We, William B. Durham and Lennie F. Durham,

(hereinafter referred to as Mortgagor) is well and truly indebted unto William O. Durham and Mildred B. Durham

(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:

Seventeen Thousand Two Hundred Fifty and No One Hundredths-----Dollars (\$17,250.00-----) due and payable
Payable a cash payment of \$100.00 on Sept. 10th, 1972 and a like payment of \$100.00 cash on the 10th day of each and every successive month thereafter until paid in full. All payments are to be deposited into account # 12863-0 at Greer Federal Savings and Loan Association in the name of W. O. Durham and/or Mildred B. Durham.

with interest thereon from date at the rate of five(5%) 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, O'Neal Township, containing 41.5 acres, more or less, situated on the north side of the new Bruce Road and on both sides of the Durham Road, about six (6) miles northward from the City of Greer, bounded by lands of T. M. Wilson, ~~W. O. Durham~~ W. O. Durham, Buryan Stone, Haskell Farmer and others.

This is all the remainder of the tract of land conveyed to Laura J. Durham by deed of H.O. Durham, recorded in Deed Book 211, Page 250, R. M. C. Office for Greenville County. The other portion of said tract was previously conveyed to William O. Durham and ~~Mildred B. Durham~~ Mildred B. Durham by earlier deed. This is the same tract of land as conveyed by a title recorded in Book 867 at Page 529, R. M. C. Office for Greenville County.

Laura J. Durham, Mother of William O. Durham, is to occupy the home for the remainder of her life, rent free.

This property sold subject to all prior easements of right-of-way and restrictions as of record this date.

This is a purchase money mortgage.

Together with all and singular rights, members, herditaments, 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.