

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C. MORTGAGE OF REAL ESTATE

BOOK 1294 PAGE 217

OCT 30 3 35 PM '73 ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. TANKERSLEY
R.M.C.

WHEREAS, Robert Durham AND Jessie Mae Durham

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

(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 One Thousand Six Hundred and no/100-----
-----Dollars (\$ 1,600.00) due and payable

In monthly installments of \$60.00 per month, commencing on November 1, 1973, and continuing on like date thereafter till paid in full.

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

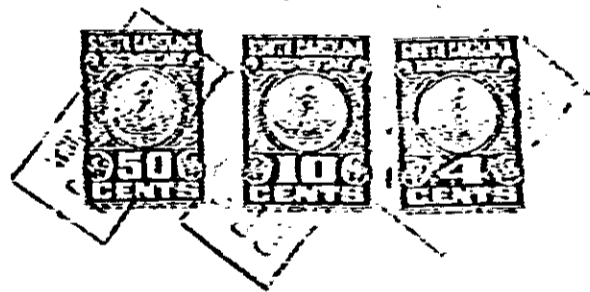
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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, shown and designated as the "Robert Durham" tract on a plat entitled "Subdivision of Portion of M. Smith Property" prepared by J. L. Montgomery, III., R.L.S., dated October 11, 1973, and being more particularly described in accordance with said plat, to-wit:

BEGINNING at a point in the center of Fountain Inn Drive, said point being the joint front corner with James Bailey tract and running thence along the center of Fountain Inn Drive N. 2511 E. 210 feet to a point; thence leaving Fountain Inn Drive and crossing an iron pin 25 feet S. 3921 E. 200 feet to an iron pin; thence along the joint property line of Smith S. 317 W. 262.2 feet to an iron pin; thence along the joint property line of James Bailey N. 4137 W. 302.85 feet to the point of beginning.

This being the same property conveyed to the Mortgagor by deed from Maydee Smith and Odessa Smith to be recorded even date herewith.



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.

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