

FILED
GREENVILLE CO. S. C.

NOV 3 8 40 AM '77

DONNIE S. TANKERSLEY
R.M.C.

BOOK 1414 PAGE 773

MORTGAGE

THIS MORTGAGE is made this 28th day of October, 1977, between the Mortgagor, Harold O. Durham and Evelyn P. Durham, (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 1500 Hampton Street, Columbia, South Carolina (herein "Lender").

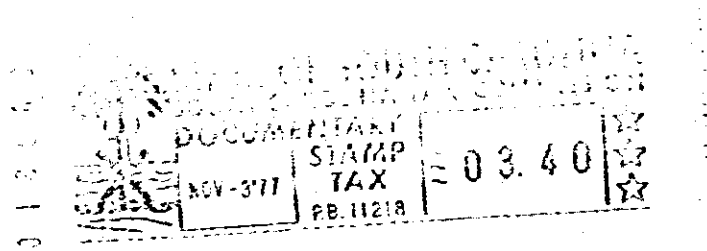
WHEREAS, Borrower is indebted to Lender in the principal sum of ---Eight Thousand Five Hundred and NO/100--- Dollars, which indebtedness is evidenced by Borrower's note dated October 28, 1977, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on December 1st, 1982,

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of GREENVILLE, State of South Carolina: IN Chick Springs Township, situated on the Western side of Ashmore Street, in the City of Greer, S.C., and known and designated as all of LOT NO. 10 of the property of Geanie D. Caldwell, according to survey and plat thereof by H. L. Dunahoo, Surveyor, dated October 24, 1949, and recorded in Plat Book "X" at page 1, R.M.C. Office for Greenville County, and having a width of 70 feet and a depth of 194 feet; reference to said plat hereby pleaded for a more complete and accurate description.

Subject to all restrictions, easements, rights of way, roadways and zoning ordinances of record, on the recorded plats or on the premises.

This is that same property conveyed to Mortgagors by deed of Winston D. Smith, recorded in the R.M.C. Office for Greenville County, S.C., on November 15, 1954, in Deed Book 512 at page 198.

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which has the address of 105 Ashmore Street, Greer, S. C. 29651 (herein "Property Address");

TO HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property."

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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