

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, GARY A. DURHAM and DEANNE W. DURHAM

(hereinafter referred to as Mortgagor) is well and truly indebted unto CLARENCE LAYTON, JR. and RUTH NELL LAYTON

(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 SEVEN THOUSAND and No/100-----

----- Dollars \$ 7,000.00 due and payable according to the terms of the note of even date, for which this mortgage stands as security.

with interest thereon from _____ date _____ at the rate of 8% 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, on the southwestern side of Keeler's Bridge Road, being shown as a portion of Tract 2 on plat recorded in the RMC Office for Greenville County in Plat Book H at Page 276, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center of Keeler's Bridge Road at the joint front corner of Tracts 1 and 2, and running thence with the line of Lot 1, S. 56-30 W. 402 feet to an iron pin; thence N. 25-20 W. 227 feet to an iron pin; thence N. 59-04 E. 401 feet to an iron pin in center of Keeler's Bridge Road; thence with center of said Road, S. 25-35 E. 209 feet to the beginning corner, and containing 2 acres, according to survey made by W. J. Riddle, Surveyor, August 23, 1945.

This is the same property conveyed to the mortgagors herein by deed of Forestville Baptist Church, by its Deacons, recorded August 24, 1975, in Greenville County Deed Book 982 at Page 394.

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Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of 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 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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