

MORTGAGE OF REAL ESTATE

BOOK 1627 PAGE 342

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
GREENVILLE  
SEP 28 11 06 AM '82  
SOUTH CAROLINA

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Robert J. Durham

(hereinafter referred to as Mortgagor) is well and truly indebted unto Associates Financial Services Company of South Carolina, Inc.,

(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 Twenty-three Thousand Five Hundred Ten and no/100----- Dollars (\$23,510.00 ) due and payable

ACCORDING TO TERMS SET OUT IN SAID NOTE

with interest thereon from this date at the rate of 20.0% APR 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, Greenville Township, in the City of Greenville, being shown and designated as Lot No. 6 in Section "B" on a plat of the "Glenn Farms" Subdivision, surveyed by H. S. Brockman, RLS, dated August, 1943, said plat being recorded in the RMC Office for Greenville County in Plat Book M at Page 75 and having, according to a more recent survey made by C. C. Jones, RLS, dated August 22, 1964, the following metes and bounds, to-wit: BEGINNING at a point on the northwestern side of McAllister Avenue and running thence S. 60-00 W. 295 feet to a point; thence N. 25-00 E. 77 feet to a point; thence N. 25-00 E. 200 feet to a point; thence S. 64-15 E. 190.7 feet to a point; thence S. 57-40 W. 40.2 feet to the point of beginning LESS, HOWEVER, that certain portion of land conveyed to W. W. Wilkins in Deed Book 907 at Page 31.

This being the same property conveyed to mortgagor by deed of Lumus Durham dated September 19, 1964, recorded on July 26, 1956, in Deed Book 778 at Page 340.

The attached call option provision is part of this mortgage, deed of trust, or deed to secure debt.

This mortgage is junior to that certain mortgage given to First Federal Savings and Loan Association dated January 25, 1971, recorded on January 26, 1971, in Mortgage Book 1179 at Page 157 in the original amount of \$19,000.00.

400 3 6511A01



Together with all and singular rights, members, hereditaments, and appurtenances to the premises, together with 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 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.

0342

4328-11-21