

FILED  
GREENVILLE S.C.  
MAY 29 4 34 PM '79 MORTGAGE

Mortgagees address:  
P. O. Box 10148  
Greenville, S. C.

DONNIE S. TANKERSLEY  
R.M.C.

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THIS MORTGAGE is made this 29th day of May 1979 between the Mortgagor, Charles F. Durham, Jr. and Deborah L. Durham (herein "Borrower"), and the Mortgagee, Carolina Federal Savings & Loan, Greenville, S.C. a corporation organized and existing under the laws of the United States America whose address is P. O. Box 10148 Greenville, S.C. 29603 (herein "Lender").

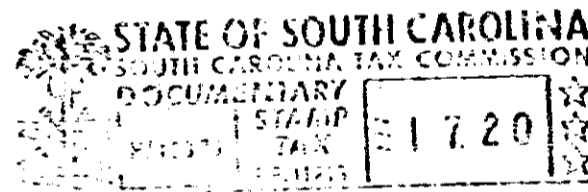
WHEREAS, Borrower is indebted to Lender in the principal sum of Forty Three Thousand and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated May 29, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable May 1, 2009

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:

ALL that piece, parcel or lot of land situate, lying and being on the Eastern side of McSwain Drive, in the City of Mauldin, County of Greenville, State of South Carolina, being known and designated as Lot No. 97 as shown on a plat of Burdette Estates prepared by Dalton & Neves, Engineers, dated February, 1971, and recorded in the R.M.C. Office for Greenville County South Carolina, in Plat Book 4-X at page 60 and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the Eastern side of McSwain Drive at the joint front corner of Lots Nos. 97 and 98, and running thence along said line N. 14-05 E. 246.5 feet to an iron pin on the rear line of Lot No. 81; thence along the rear line of Lots No. 81 and 82 N. 81-02 W. 85 feet to an iron pin at the joint rear corner of Lots No. 96 and 97; thence along the joint line of the said lots S. 16-17 W. 223.4 feet to an iron pin on the Eastern side of McSwain Drive; thence along said McSwain Drive S. 64-50 E. 34.8 feet to an iron pin; thence further along said McSwain Drive S. 67-02 E. 60.2 feet to an iron pin at the joint front corner of Lots 97 and 98, the point of beginning.

Same property conveyed to the Mortgagors by deed of Rosamond Enterprises of even date to be recorded herewith,



which has the address of 106 McSwain Drive, Mauldin, S. C. (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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