c 1601 au 742

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

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

Marion Edward Durham, II WHEREAS.

thereinalter referred to as Mortgagor) is well and truly indebted unto First Citizens Bank and Trust Company of South Carolina

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are in-Twenty-Nine Thousand, Eight Hundred Thirtycorporated herein by reference, in the sum of

Dollars (\$ 29,832.48) due and payable Two and 48/100-----

in accordance with terms and provisions set forth in promissory note of even date,

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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 Mortgagor at any time for advances made to or for his account by the Mortgagor, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagor at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, said and released, and by these presents does grant, bargain, sell and release unto the Mortgagor, the Mortgagor's heirs, 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, being shown and designated as a tract containing 1.82 acres, according to plat entitled "Survey for Precision Boring & Tunneling Co., Inc." made by Carolina Surveying Company, September 27, 1975, and recorded in the R.M.C. Office for Greenville County in Plat Book 5-Q at page 8. According to said plat, the property is more fully described as follows:

BEGINNING at an iron pin at the southwesternmost corner of said tract and running thence N. 53-13 E. 34.8 feet to an iron pin; thence continuing N. 60-24 E. 483.5 feet to an iron pin; thence continuing N. 60-24 E. 146 feet to an iron pin; thence S. 11-45 E. 199 feet to an iron pin on or near Bramlett Road; thence S. 71-52 W. 185 feet to an iron pin; thence S. 75-43 W. 231.6 feet to an iron pin; thence S. 78-58 W. 272.2 feet to an iron pin, the point of BEGINNING.

This being the identical property conveyed to the mortgagor herein by deed of M. E. Durham on April 3, 1976 and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1038 at page 234.

If all or any part of the property covered by this mortgage is sold or transferred by the mortgagor without the mortgagee's prior written consent, mortgagee may, at mortgagee's option, declare all the sums secured by this mortgage to be immediately due and payable. Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer, mortgagee and the person to whom the subject property is to be sold or transferred reach agreement in writing that the interest payable on the sums secured by this mortgage shall be at such rate as the mortgagee may request, and the terms of this mortgage shall be as mortgagee may request.

Section of South Carrier South

A COMPLETE TO THE THE PROPERTY OF THE PROPERTY

Together with all and singular rights, members, hereditiments, and appurtenances to the same belonging in any way incident or apper-taining, and all of the rents, usues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fastures now or hereafter attached, connected, or fitted thereto in any manner, it being the intention of the parties hereto that all fintures and equipment, other than the usual household furniture, he 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, foresee.

The Mortgague coverants that is is lawfully seized of the premises bereinabove 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 bens and encumbrances except to provided berein. The Mortgague further covenants to warrant and forever defend all and ungular the said premises unto the Mortgague forever, from and against the Mortgague and all persons whomsoever leafully claiming the same or any part thereof.