

Marion E. Durham, S.C.

LAW OFFICES OF THOMAS C. BRISSETTE  
MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

GREENVILLE CO. S. C.  
FILED  
APR 12 12 53 PM '83

DONNIE S. TANNERSLEY  
R.M.C.

BOOK 1631 PAGE 742  
BOOK 80 PAGE 1090

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

WHEREAS, Marion Edward Durham, II

(hereinafter 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 incorporated herein by reference, in the sum of Twenty-Nine Thousand, Eight Hundred Thirty-Two and 48/100----- Dollars (\$ 29,832.48 ) due and payable

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.

2.0000

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.

APR 12 1983 507

STATE OF SOUTH CAROLINA  
DOCUMENTARY  
STAMP  
TAX  
11.86

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE  
MAY 5 1983  
29210

18-83  
First Citizens Bank & Trust Co.  
*[Signature]*

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.