

Mortgagee's Mailing Address: ~~401 Hollis Street~~, Greenville, S. C.

BOOK 1610 PAGE 372

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

DONNIE S. JAMES RUSLEY MORTGAGEE OF REAL ESTATE  
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

BOOK 83 PAGE 639

WHEREAS, JACK C. DURHAM, JR. AND CAROL DURHAM

(hereinafter referred to as Mortgagee) is well and truly indebted unto COLLEGE PROPERTIES, INC.

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagee's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Two Thousand Three Hundred Twenty and 96/100

Dollars (\$ 2,320.96 ) due and payable

in full on or before six (6) months from date hereof

Colony, Phase I, Sheet 1, as shown on plat thereof prepared by Arbor Engineering, Inc. being recorded in the RMC Office for Greenville County in Plat Book 9-F at Page 52 and having according to said plat such metes and bounds as appears thereon.

This being the same property conveyed to the mortgagees herein by deed of mortgagee of even date and to be recorded herewith.

This is a second mortgage and is junior and inferior to the lien of that certain mortgage in the sum of \$18,400.00 executed on this date by the mortgagees herein to Bankers Trust of South Carolina to be recorded herewith.

RECORDED  
DEC 5 10 59 AM '83  
DONNIE S. JAMES RUSLEY  
R.M.C.

DEC 5 1983

STATE OF SOUTH CAROLINA  
SOUTH CAROLINA TAX COMMISSION  
DOCUMENTARY  
STAMP  
TAX  
00.96

PAID, SATISFIED & CANCELLED  
SOUTH CAROLINA SERVICE CORPORATION  
COLLEGE PROPERTIES, INC.

DATE: December 2, 1983

*J. Guy Williams*  
OFFICE MANAGER, VICE PRESIDENT

17864 WITNESS *Apple R. McHugh*

*Cancelled  
Donnie S. James Rusley  
R.M.C.*

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 Mortgagee 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 Mortgagee further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagee and all persons whomsoever lawfully claiming the same or any part thereof.

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