

TO ALL WHOM THESE PRESENTS MAY CONCERN:

APR 16 3 32 PM 1963

WHEREAS, I, BILLY LEE HERMAN,
R.M.C.

(hereinafter referred to as Mortgagor) is well and truly indebted unto W. FRANK DURHAM

(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 Thirty Seven Hundred and no/100

Dollars (\$ 3700.00) due and payable

in one hundred forty four (144) equal installments of Thirty Six and 11/100 (\$36.11) Dollars commencing on the first day of May, 1963, and on like date of each succeeding and consecutive month thereafter until paid in full.

including

interest thereon from date at the rate of 6% 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, _____ Township, State of South Carolina, near the Saluda River, near the White Horse Road and the Saluda Lake Road, and, in part, according to survey and plat made by J. A. Pickens, Sur., October. 11, 1949, and, in part, according to survey and plat made by C. C. Jones & Associates, Engrs., Sept., 1956, having the following metes and bounds, to-wit:

BEGINNING at a point, iron pin, on northwestern edge of an unnamed Road, joint corner with lots of land conveyed by ~~to~~ to Lollis and to R. R. Jennings, and running thence, crossing said road and along the line of the R. R. Jennings Lot, S. 39-00 E. 230.8 feet to point, iron pin, in line of the McCallum property; thence along the McCallum line; S. 18-55 W. 93.5 feet to point in center of branch, iron pin at 20 feet northerly; thence down along center of branch as the line, the total chords being 681 feet, more or less, to point in center of branch, stake; joint corner with the J. Tillison property; thence N. 7-30 W. 699.6 feet along the J. Tillison line to point, stone, in line of the Crow property; thence S. 82-15 E. 468.5 feet, more or less, along line of the Crow property to point, iron pin, joint corner with the lot of land of Lollis; thence S. 10-00 W. 70 feet (the correct course and distance), along line of the Lollis lot to point, iron pin; thence, continuing along line of the Lollis lot, S. 47-55 E. 116 feet to the point of beginning.

BEING THE same property conveyed to the Mortgagor by the Mortgagee herein by deed of even date herewith, said deed to be recorded in the R. M. C. Office for Greenville County.

THIS Mortgage is a Second Mortgage and is junior-in-lien to that certain Mortgage heretofore given to John A. Park dated October 22, 1960, and recorded in the R. M. C. Office for Greenville County, South Carolina, in Mortgage Book 839 at Page 553.

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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.