

STATE OF SOUTH CAROLINA, AUG 13 2 03 PM 1958

County of Greenville

To all Whom These Presents May Concern:

WHEREAS I, Roy D. Duncan, of Greenville County well and truly indebted to D. L. McCarter in the full and just sum of One Thousand Four Hundred and no/100 - - - - - (\$1,400.00) Dollars, in and by my certain promissory note in writing of even date herewith, due and payable as follows: Twenty and no/100 (\$20.00) Dollars on the first day of August, 1958 and Twenty and no/100 (\$20.00) Dollars on the first day of each and every succeeding month thereafter until paid in full, with said payments to be applied first to interest and then to the principal balance remaining due from month to month

with interest from date at the rate of 3-1/2% per centum per annum until paid; interest to be computed and paid quarterly and if unpaid when due to bear interest at same rate as principal until paid, and I have further promised and agreed to pay ten per cent of the whole amount due for attorney's fee, if said note be collected by attorney or through legal proceedings of any kind, reference being thereunto had will more fully appear.

NOW, KNOW ALL MEN, That I, the said Roy D. Duncan

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof, according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me in hand well and truly paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said D. L. McCarter, his heirs and assigns forever:

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, Greenville Township, on the west side of Third Avenue, and being known and designated as Lot No. 5 of Section Two, of a subdivision of the Judson Mills property as shown on plat thereof recorded in the R. M. C. Office for Greenville County in Plat Book K, at Page 25, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin at the northwest corner of the intersection of Third Avenue and Fifth Street, and running thence with the west side of Third Avenue, N. 6-07 E. 80 feet to an iron pin at the corner of Lot No. 4; thence along the line of said lot, N. 83-53 W. 212 feet to an iron pin; thence S. 6-07 W. 80 feet to an iron pin on the north side of Fifth Street; thence along the north side of said Fifth Street, S. 83-53 E. 121 feet to the beginning corner; being the same conveyed to me by C. J. Combs by his deed dated June 30, 1958 and recorded in the R. M. C. Office for Greenville County in Deed Vol. at Page .

This mortgage is junior and inferior to the lien of that certain mortgage in the sum of Two Thousand Six Hundred and no/100 (\$2,600.00) Dollars executed by the mortgagor herein to the First Federal Savings and Loan Association of Greenville, and which mortgage is recorded in the R. M. C. Office for Greenville County in Mortgage Book 751 at Page 243.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the same belonging or in any way incident or appertaining, including all heating, plumbing and electrical fixtures, and any other equipment or fixtures now or hereafter attached, connected or fitted in any manner, it being the intention of the parties hereto that all such fixtures and equipment, other than household furniture, be considered a part of the realty.

TO HAVE AND TO HOLD, all and singular the said premises unto the said D. L. McCarter, his Heirs and Assigns forever.

And I do hereby bind myself, my Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said mortgagee, his Heirs and Assigns, from and against me, my Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming, or to claim the same or any part thereof.

*Handwritten notes:*  
This mortgage is dated 8/13/58.  
D. L. McCarter  
Witness my hand and seal this 13th day of August 1958.  
Roy D. Duncan

SATISFIED AND CANCELLED OF RECORD  
DAY OF 1958  
R. M. C. OFFICE GREENVILLE COUNTY, S. C.  
AT BOOK NO. 756 PAGE 101