

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, John Logan Duff,

(hereinafter referred to as Mortgagor) is well and truly indebted unto J. Paul Rice, his Heirs and Assigns forever:

(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

Four Thousand Seven Hundred Seventy Five and No/100----- Dollars (\$ 4,775.00 ) due and payable \$1591.66 on principal one year from date and \$1591.66 on principal two years from date; balance due three years from date, with the privilege to anticipate payment at any time,

with interest thereon from date at the rate of six per centum per annum, to be paid annually

WHEREAS, the Mortgagor may hereinafter 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 full 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

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, in Dunklin Township, and containing 89.94 acres, more or less, according to plat of property of J. Paul Rice, prepared by Carolina Engineering & Surveying Co. dated July 10, 1962 and recorded in the R. M. C. Office for Greenville County in Plat Book YY at Page 83, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point near a country road in line of property now or formerly owned by John D. Huff and running thence along Huff's line, N. 71-23 W. 1205.7 feet to a point; thence S. 42-48 W. 797.5 feet to a point; thence along line of property of Hugh Caryl McKelvy, Jr., N. 65-10 W. 1295.2 feet to a point; thence along line of property owned by Julian E. Crawford N. 44-43 E. 538.9 feet to a point in creek; thence along the creek as the line in an easterly direction, the traverse courses and distances being as follows: S. 84-59 E. 249 feet; N. 77-05 E. 276.8 feet; N. 88-08 E. 205.8 feet; N. 75-17 E. 168.8 feet; N. 75-43 E. 229.2 feet; N. 77-20 E. 530.2 feet; N. 67-54 E. 293.3 feet; N. 74-16 E. 741.5 feet; N. 87-18 E. 261.4 feet; N. 77-59 E. 361.1 feet; S. 75-03 E. 516.5 feet; S. 27-51 E. 256.6 feet to a point, where said creek is joined by another creek; thence up said other creek as the line, the traverse courses and distances being as follows: S. 13-55 W. 168.9 feet; S. 32-19 E. 139.2 feet; S. 5-33 E. 365.1 feet; S. 47-43 E. 198.3 feet to a point; thence along line of property owned by Henderson, S. 82-49 W. 1535.1 feet to the point of beginning,

The above is the same property conveyed to the mortgagor by the mortgagee by his deed recorded herewith.

This mortgage is junior to a first mortgage recorded in Mortgage Book 337, Page 94 and a second mortgage from J. Paul Rice to N. L. Christopher to be recorded.

The mortgagee agrees to release from the lien of this mortgage any lot not more than 1/2 acre in size upon the payment to the first two mortgagees the sum of \$100.00 cash thereon in addition to the regular payments thereon. When said mortgages have been paid in full, then said sum shall be paid to this mortgagee for said release. In the event said lot or tract to be released is more than 1/2 acre, then the sum to be so paid shall be calculated on the basis of \$200.00 per acre.

Together with all and singular rights, members, hereditaments, 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.

*Paid in full Date ✓*

*J. Paul Rice*

*Richard M. ...*

*Walter L. ...*

RECORDED AND RETURNED BY RECORDS

*Oct. 1968*

*Olliv Farnsworth*

*115 P. 105*

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