

GREENVILLE, CO. S. C.

APR 26 2 52 PM '71

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HORTON, DRAWDY, DILLARD, MARCHBANKS, CHAPMAN & BROWN, P.A., 307 E. TIGRUE STREET, GREENVILLE, S. C. 29603

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

OLLIE FARNSWORTH

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, David E. Duncan and Linda D. Duncan

(hereinafter referred to as Mortgagor) is well and truly indebted unto Esley Duncan and Bessie Duncan

(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 Six Thousand and Five Hundred-----

----- Dollars (\$ 6,500.00) due and payable

in monthly installments of \$60.00 each with the first payment being due on May 10, 1971, and the remaining payments to be due and payable on the same day of each of each year thereafter until paid in full.

with interest thereon from ~~date~~ maturity at the rate of 6% per centum per annum, to be paid:

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 piece, parcel or lot of land with all buildings and improvements thereon, situate, lying and being in Gantt Township, Greenville County, State of South Carolina, on the East side of Baker Road, about 4 1/2 miles from Greenville County Courthouse and being known and designated as Tract No. 9 according to plat of property of Oscar F. Baker made by J. Coke Smith, Surveyor, August 1946, recorded in office of R.M.C. for Greenville County in Plat Book P, Page 119, and having the following metes and bounds:

BEGINNING at a pin on the East side of said Baker Road, joint corner lots Nos. 9 and 10, plat aforesaid, and running thence with joint lines lots 9 and 10, S. 76-00 E., 200 feet; thence S. 4-15 W., 100 feet to joint rear corner lots Nos. 8 and 9, said plat; thence with joint line of said lots Nos. 8 and 9 N. 76-00 W., 200 feet to Baker Road; thence with said Baker Road N. 4-15 E., 100 feet to the point of beginning.

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.