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GREENVILLE CO. S. C.

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

CONNIE C. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Fred Duck

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank and Trust Company, its successors and assigns

(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

Eighty-nine Hundred Seventy-five and 40/100 -----Dollars (\$8,975.40) due and payable

in 60 monthly installments of \$149.59, commencing on the 1st day of September, 1975, and on the same date of each successive month thereafter until paid in full.

with interest thereon from _____ at the rate of _____ 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 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, Bates Township, on the west side of the White Horse Road, joined on the north by William F. Duck lot and on the west by Hugh V. Duck and on the east by the White Horse Road, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin in said road on the William F. Duck corner; thence with the Duck line, N. 59-45 W., 230 feet to an iron pin on the Duck line; thence S. 30-00 W., 210 feet to an iron pin in the field; thence S. 59-45 E. 222 feet to an iron pin in the above said road; thence with the old road as the line, N. 32-30 E., 210 feet to an iron pin at the beginning corner, and containing one acre, more or less.

ALSO:

ALL that piece, parcel or lot of land, adjoining the above described lot, and known as Lot #3 on plat prepared by W. R. Williams, Jr., Surveyor, of property of H. G. Duck Estate, Bates Township, Greenville County, South Carolina, dated May 1970, and containing 2.61 acres, more or less, and having, according to said plat, the following metes and bounds, wo-wit:

BEGINNING at an iron pin adjoining Lots 1 and 2 and running S. 76-32 E., 378.4 feet to an iron pin; thence, S. 59-01 E., 247 feet to an iron pin; thence, S. 30-26 W., 209.3 feet to a corner iron pin; thence, N. 59-39 W. 359 feet to an iron pin; thence N. 76-32 E. 210.7 feet to a corner iron pin; thence, N. 13-28 E., 170 feet to an iron pin at the point of beginning.

This mortgage is junior to first mortgage to Southern Bank and Trust Company in the amount of \$18,075.60 dated May 5, 1975 and recorded in the R. M. C. Office for Greenville in Mortgage Book 1338, Page 429.

5, 3.60



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 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.

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