

STATE OF SOUTH CAROLINA  
COUNTY OF Greenville

MAR 31 9 44 AM '76  
DONNIE S. TANKERSLEY  
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, Steven D. Jacks and Cathy L. Jacks

(hereinafter referred to as Mortgagor) is well and truly indebted unto Thomas J. 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

- Three thousand nine hundred four teen and 41/100 - - - Dollars (\$ 3,914.41 ) due and payable in 120 equal, consecutive monthly payments of \$48.36, commencing May 1, 1976, and continuing thereafter until paid in full; payments to apply first to interest, the balance to principal

with interest thereon from date at the rate of 8.5% 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, in Cleveland Township, at River Falls, known as Lot 10 and a small portion of Lot 9 on a Plat of COOL RIVER HEIGHTS, recorded in Plat Book S, at Page 5, and in Plat Book FF, at Page 315, having the following metes and bounds:

BEGINNING at an iron pin in the center of River Drive, at the corner of Lot 11, and running thence S 52-45 E, 225 feet, more or less, to an iron pin in the center of Gap Creek; thence along the Creek as the line, in a southwesterly direction, 108 feet, more or less, to an iron pin (which iron pin is situate 8 feet southwest of the joint rear corner of Lots 9 and 10); thence N 54-30 W, 40 feet to an iron pin; thence approximately N 50-00 W, 140 feet to an iron pin at the joint front corner of Lots 9 and 10; thence along the center of River Drive, N 34-00 E, 97 feet to the point of beginning.



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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