

RE: 11, Singing Pines Drive
Greenville, S.C. 29611

FILED & PAID, ATTYS.

BOOK 1375 PAGE 920

MORTGAGE OF REAL ESTATE—Prepared by ~~ROBERT DUNCAN AND CECYLE B. DUNCAN~~, Attorneys at Law, Greenville, S. C.

FILED
GREENVILLE CO. S. C.

AUG 13 10 44 AM '76
DONALD S. TANKERSLEY
R.M.C.

The State of South Carolina,

COUNTY OF GREENVILLE

NEAL ALLEN HAMBY and NANCY C. HAMBY

SEND GREETING:

Whereas, we, the said Neal Allen Hamby and Nancy C. Hamby

hereinafter called the mortgagor(s) in and by our certain promissory note in writing, of even date with these presents, are well and truly indebted to Robert Duncan and Cecyle B. Duncan

hereinafter called the mortgagee(s), in the full and just sum of Thirty-six Thousand and No/100----

----- DOLLARS (\$ 36,000.00), to be paid at in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of Nine (9 %) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 17th day of September, 1976, and on the 17th day of each month of each year thereafter the sum of \$289.67, to be applied on the interest and principal of said note, said payments to continue up to and including the 17th day of July 2006, and the balance of said principal and interest to be due and payable on the 17th day of August 2006; the aforesaid monthly payments of \$ 289.67 each are to be applied first to interest at the rate of Nine (9 %) per centum per annum on the principal sum of \$ 36,000.00 or so much thereof as shall, from time to time, remain unpaid and the balance of each monthly payment shall be applied on account of principal.

All installments of principal and all interest are payable in lawful money of the United States of America; and in the event default is made in the payment of any installment or installments, or any part hereof, as herein provided, the same shall bear simple interest from the date of such default until paid at the rate of seven (7%) per centum per annum.

And if any portion of principal or interest be at any time past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, then the whole amount evidenced by said note to become immediately due at the option of the holder thereof, who may sue thereon and foreclose this mortgage; and in case said note, after its maturity should be placed in the hands of an attorney for suit or collection, or if before its maturity it should be deemed by the holder thereof necessary for the protection of its interests to place, and the holder should place, the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses including ten (10%) per cent, of the indebtedness as attorney's fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW, KNOW ALL MEN, That we, the said mortgagor(s), in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee(s) according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to US, the said mortgagor(s) in hand and truly paid by the said mortgagee(s) at and before the signing of these Presents, the receipt thereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said Robert Duncan and Cecyle B. Duncan, their heirs and assigns forever:

ALL that certain piece, parcel or lot of land with buildings and improvements thereon, being on the northwest side of Frontage Road and the northeast side of Singing Pines Drive and being known and designated as Lot No. 4 on plat of property of Robert Duncan, made by Campbell & Clarkson, Surveyors, which plat is recorded in the RMC Office for Greenville County, South Carolina in Plat Book 4-X at Page 58, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwest side of Frontage Road at the joint corner of Lots Nos. 3 and 4 and runs thence along the line of Lot #3, N. 50-42 W. 203.3 feet to an iron pin; thence along the line of Lot #2, S. 50-46 W. 110.9 feet to an iron pin on the northeast side of Singing Pines Drive; thence along Singing Pines Drive, S. 47-50 E. 150.1 feet to an iron pin at the intersection of Singing Pines Drive and Frontage Road; thence with the intersection of said Drive and Road, N. 86-30 E. 78.6 feet to an iron pin on the northwest side of Frontage Road; thence along Frontage Road, N. 56-0 E. 55.3 feet to the beginning corner.

This being a portion of the same property conveyed to the mortgagors by deed of Robert Duncan, of even Date, to be recorded herewith.

This mortgage cannot be assumed without the consent of the mortgagee.

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