

MORTGAGE

THIS MORTGAGE is made this 8th day of March, 1978 between the Mortgagor, John L. Duncan and Sandra R. Duncan (herein "Borrower"), and the Mortgagee, **POINSETT FEDERAL SAVINGS AND LOAN ASSOCIATION of Travelers Rest**, a corporation organized and existing under the laws of the United States of America, whose address is 203 State Park Road, Travelers Rest, S. C. 29690 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-eight Thousand Nine Hundred and No/100 (\$38,900.00) Dollars, which indebtedness is evidenced by Borrower's note dated March 8, 1978 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on August 1, 2007.

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina:

ALL that certain piece, parcel or tract of land, situate, lying and being in the County of Greenville, State of South Carolina, and being shown and designated as a 12 acre tract on property of Annie M. Peterson Day, according to a plat prepared of said property by W. R. Williams, Jr., Engineer/Surveyor, January 10, 1978 and which said plat is recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 6-M, at Page 24, and according to said plat having the following courses and distances, to-wit:

BEGINNING at a spike in or near the center of Burns Road, joint corner of property now or formerly belonging to Burns and running thence with the Burns line, N. 2-15 W. 336.4 feet to a spike on a surface rock; thence continuing with the Burns line, N. 46-16 E. 605.8 feet to an iron pin; thence continuing with the Burns line, N. 74-45 E. 414.5 feet to an old iron pin; thence, S. 32-53 E. 233 feet to an iron pin, joint corner of property belonging to William Henry Payne and Karen Ann P. Payne; thence running with the common line with the Paynes, S. 37-34 W. 1062.2 feet to a spike in or near the center of Burns Road; thence running with the center of said Road, N. 47-56 W. 20.1 feet to a nail and cap in or near the center of said Road; thence continuing with said Road, N. 62-06 W. 170 feet to a nail and cap in or near the center of said Road; thence continuing with said Road, N. 59-45 W. 159.9 feet to a spike in or near the center of said Road, the point of Beginning.

The within property is the same property conveyed to the mortgagors herein by that certain deed of Annie M. Peterson Day, formerly Annie M. Peterson, of even date herewith and which said deed is being filed simultaneously with this instrument in the R.M.C. Office for Greenville County, South Carolina.

RECORDED
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which has the address of Route 1 Travelers Rest, S. C. 29690 (herein "Property Address");
[Street] [City] [State and Zip Code]

To HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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