

MORTGAGE OF REAL ESTATE - Office of the Clerk of Court, Greenville, S.C.

DEBBIE S. TANKERSLEY
R.M.C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN: Richard M. Duncan and Judith A.

Duncan

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto First-Citizens Bank and Trust Company of South Carolina (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 Twelve Thousand and No/100ths

DOLLARS (\$ 12,000.00).

with interest thereon from date at the rate of nine per centum per annum, said principal and interest to be repaid:

on or before April 5, 1979 with interest thereon to be paid quarterly, the first three (3) quarterly interest payments to be in the amount of \$270.00 each commencing July 5, 1978 with a final interest payment due April 5, 1979, in the amount of \$285.00.

All interest payments not made when due to bear interest at the same rate as the principal.

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,

on the southeastern side of Red Oak Court, being shown as Lot No. 95 on a plat of Holly Tree Plantation, Phase II, Section III, dated August 17, 1977 prepared by Piedmont Engineers, recorded in Plat Book 6-H at Page 10 in the RMC Office for Greenville County and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of Red Oak Court at the joint front corner of Lot 94 and Lot 95 and running thence with Lot 94 S. 39-41 W. 162.1 feet to an iron pin at the joint rear corner of Lot 94 and Lot 95; thence S. 19-30 E. 79.7 feet to an iron pin; thence S. 39-22 E. 30.30 feet to an iron pin at the joint rear corner of Lot 95 and Lot 96; thence with Lot 96 N. 45-39 E. 189.5 feet to an iron pin on Red Oak Court; thence with said Court N. 40-30 W. 120.2 feet to the point of beginning.

Derivation Clause: Franklin Enterprises, Inc, April 17, 1978.

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RECORDED
APR 17 1978
GREENVILLE COUNTY, S.C.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or 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.

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