

MORTGAGE OF REAL ESTATE -

GREENVILLE CO. S. C.

VOL 1460 PAGE 459

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE TO ALL WHOM THESE PRESENTS MAY CONCERN:

MAY 22 3 10 PM '79
WILLIE S. TANKERSLEY
R.H.C.

WHEREAS, We, James A. Duckett, Sr., and GayNEll Duckett

(hereinafter referred to as Mortgagor) is well and truly indebted unto Community Bank

(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

Seven Thousand Three Hundred Twenty-Six & 00/100 Dollars (\$ 7,326.00) due and payable in sixty (60) equal consecutive monthly installments of One Hundred Twenty-Two and 10/100 (\$122.10) per month, commencing the 22nd day of April, 1979, and each consecutive month thereafter until paid in full; payments to be applied first to interest and then to principal with the privilege of acceleration.

with interest thereon from date at the rate of 13 A.P.R. 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

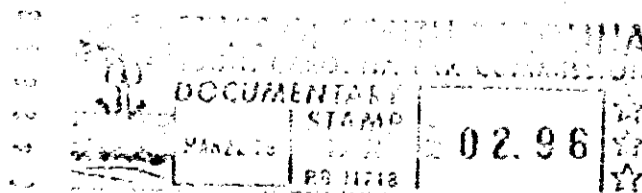
ALL that piece, parcel or lot of land with the improvements thereon lying and being in Chick Springs Township, County of Greenville, State of South Carolina, containing 2.71 acres as shown on a plat of property of James A. Duckett, Sr., and Gay N. Duckett dated 18 May, 1977 by R. B. Bruce, RLS No. 1952, being recorded of record in Plat Book 6 D, at page 59, Office of the R. M. C. for Greenville County, and being more particularly described by metes and bounds according to said plat as follows:

BEGINNING at an old iron pin on the north side of Hudson Road, thence along said Hudson Road S. 70-11 W. 354.6 feet to an iron pin; thence N. 11-14 W. 186.9 feet to an old iron pin; thence N. 13.4 3 W. 240.1 feet to an old iron pin; thence S. 84-35 E. 345.2 feet (rear line Del Norte Estates) to an old iron pin; thence S. 17-30 E. 276.9 feet to the point of beginning.

THIS property is subject to all easements, rights of way, covenants of record or as noted on the ground.

BEING the same property conveyed to the Mortgagors by Zilla C. DeShields on May 19, 1977, and recorded in the Deed Book 1056 at page 954, in the Office of the R. M. C. for Greenville County on May 20, 1977.

THIS Mortgage is a second lien, subject to a First Mortgage given by James A. Duckett, Sr., and Gay N. Duckett to Greer Federal Savings and Loan Association on May 19, 1977, and recorded on May 20, 1977, Office of the R. M. C. for Greenville County, in the original amount of \$33,300.00; noted in Volume 1398, Page 187.



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 such 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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