

1 Sheraton Avenue, Greenville, S. C. 29615

BOOK 1501 PAGE 433

FILED
GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

NOV 23 3 32 PM '80
DUNCAN STANNERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Carl D. Duncan,
(hereinafter referred to as Mortgagor) is well and truly indebted unto C. H. Crews, Jr.

(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 Two Thousand Two Hundred and No/100-----

----- Dollars (\$ 2,200.00) due and payable

in accordance with the terms of the note of even date.

with interest thereon from NO interest at the rate of per centum per annum, to be paid:

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 north side of North Acres Drive, (formerly Neal Circle), being shown and designated as Lot 3 on a plat of Map of North Acres near Greenville, S. C., Dec., 1952, recorded in the RMC Office for Greenville County in Plat Book EE, at pages 12 and 13, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the north side of North Acres Drive (formerly Neal Circle), joint front corner of Lots 3 and 4, and running thence along the said North Acres Drive, S. 79-10 W., 80 feet to a point; thence running N. 10-50 W., 100 feet to a point; thence running N. 79-10 E., 80 feet to a point; thence running along the common line of Lots 3 and 4, S. 10-50 E., 100 feet to the point of beginning.

This is the identical property conveyed to the Mortgagor herein by deed of Jimmy Roger Tolley and Donna B. Tolley recorded in the R.M.C. Office for Greenville County in Deed Book 1091 at page 828 and also by deed of Emma Elizabeth Duncan of even date herewith and to be recorded herewith.

This is a second mortgage, being junior in lien to that certain mortgage given to NCNB Mortgage South, Inc. recorded in the R.M.C. Office for Greenville County in Mortgage Book 1450 at page 142 and bearing date of November 14, 1978. Said mortgage was in the original amount of \$18,600.00.

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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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