

FILED
S.C.
JUN 10 57 AM '82
DONALD SPENNER SLEY

MORTGAGE

THIS MORTGAGE is made this 6th day of January 1982 between the Mortgagor, Hugh Milton Duck and Trudy R. Duck (herein "Borrower"), and the Mortgagee, Charter Mortgage Company, a corporation organized and existing under the laws of South Carolina, whose address is P.O. Box 2259 Jacksonville, Florida 32232 (herein "Lender").

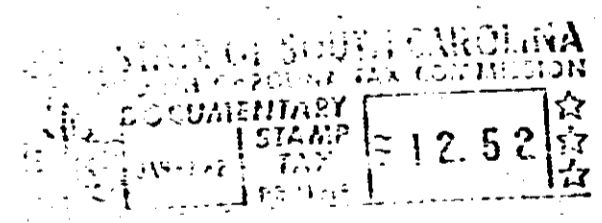
WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty One Thousand and Two Hundred Fifty and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated January 6, 1982 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 1, 2012.

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 piece, parcel or lot of land, together with building and improvements thereon, situate, lying and being on the southern side of Burbank Court is Gantt Township, County of Greenville, State of South Carolina, and being shown and designated as Lot No. 218 on plat of Rockvale Subdivision, Section 2, made by J. Mac Richardson, Surveyor, dated July 1959, recorded in the RMC Office for Greenville County in Plat Book QQ at Page 109, and having according to a more recent plat made by Freeland & Associates dated January 5, 1982 entitled property of Hugh Milton Duck and Trudy R. Duck recorded in the RMC Office for Greenville County, in Plat Book 8-X Page 37 the following metes and bounds, to-wit:

BEGINNING at an iron pin on the south side of Burbank Court at the joint corner of Lots 217 and 218 and running thence along south side of Burbank Court, S. 87-48 E. 209.5 feet to a point in the center line of creek; thence with the center line of said creek as the property line, the traverse line being as follows S. 43-46 W. 111.3 feet, S. 49-08 W. 109.4 feet and S. 66-19 W. 67.2 feet; thence along the line of Lot 217 N. 3-39 E. 187.4 feet to the beginning corner.

This being the same property conveyed to the mortgagors by deed of Jay Hugh Everhart and Kathy P. Everhart of even date to be recorded herewith.



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which has the address of Route 5 Burbank Court, Piedmont, South Carolina 29673 (herein "Property Address");

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 seized 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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