

MARCHBANKS, CHAPMAN, & HARTER, P.A. 111 TOY STREET, GREENVILLE, S. C. 29603

MORTGAGE OF REAL ESTATE

GREENVILLE, S. C.

BOOK 1586 PAGE 38

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

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S. TANKERSLEY  
R.M.C.

WHEREAS, J. Ligon Duncan and Shirley L. Duncan

(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 One Hundred Thousand and no/100

Dollars (\$ 100,000.00 ) due and payable

as per terms of note of even date

with interest thereon from date at the rate of variable 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, in the City of Greenville, being on the Western side of McDaniel Avenue and known and designated as Lot No. 30, of a subdivision known as property of W. C. McDaniel as shown on plat which is recorded in the R.H.C. Office for Greenville County in Plat Book F at Page 186 and according to said plat, has the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Western side of McDaniel Avenue with the joint front corner of Lot No. 30 and the Donaldson property and; running thence with the Western side of McDaniel Avenue S. 9-35 W. 100.5 feet to an iron pin at the corner of Lots Nos. 29 and 30 and; running thence N. 89-0 W. 225.4 to an iron pin; running thence N. 5-08 E. 209.66 feet to an iron pin on the Donaldson line; running thence with that line S. 63-02 E. 251 feet to an iron pin, the point of beginning.

ALSO: All that piece, parcel or lot of land situate, lying and being on the Western side of McDaniel Avenue, a portion of Lot No. 10, of the property of T. Q. Donaldson as shown on plat recorded in the R.M.C. Office for Greenville County in Plat Book I at Page 26, also shown as Lot No. 10A of property of Miriam W. Pickell as shown on plat recorded in the R.H.C. Office for Greenville County in Plat Book X at Page 198 and according to said latter plat, has the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Western side of McDaniel Avenue at the joint corner of this property and other property of Taylor and; running thence N. 63-19 W. 79 feet to an iron pin in the line of Lot No. 10, running thence with Lot No. 10 S. 81-00 E. 75.2 feet to an iron pin on the Western side of McDaniel Avenue; running thence with the Western side of said Avenue S. 9-0 W. 24 feet to an iron pin point of beginning.

This being the same property conveyed to the Mortgagors herein by deed of Hazael G. Taylor, John Stuart Taylor, Jr. and Jane Taylor Arrington, dated August 1, 1975, and recorded in the R.M.C. Office for Greenville County in Deed Book 1022 at Page 195 on August 4, 1975.

This mortgage is second and junior in priority to that certain mortgage given by the Mortgagors herein to Fidelity Federal Savings & Loan Association in the original amount of \$47,000.00 recorded in R.E.M. Book 1345 at Page 320 on August 4, 1975.

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RECORDING OFFICE OF SOUTH CAROLINA  
STAMP  
TAX \$ 4.00

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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