

FILED
GREENVILLE S.C.

BOOK 1590 PAGE 528

DEC 29 12 24 PM '82
DONN... HENDERSLEY
R.M.C.

MORTGAGE

THIS MORTGAGE is made this 29TH day of December, 1982, between the Mortgagor, JP Jack Duncan and Rose Clark Duncan, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association of South Carolina, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

WHEREAS Borrower is indebted to Lender in the principal sum of THIRTY THREE THOUSAND EIGHT HUNDRED AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated Dec. 29, 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 Dec. 1, 1998;

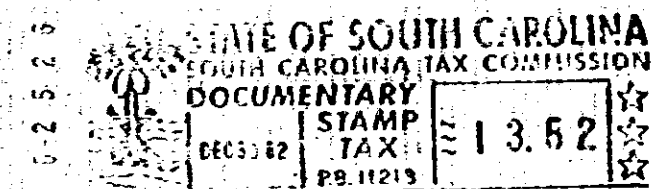
TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 certain parcel or lot of land with all improvements thereof, or hereafter constructed thereon, situate, lying and being in the state of South Carolina County of Greenville, Chick Springs Township on Orchard Drive, being all of Lot No. 173, Section 3, of Orchard Acres Subdivision, according to plat recorded in Plat Book, QQ Page 143, RMC Office for Greenville County. Said lot has a frontage of 125 feet with rear width of 117.7 feet and an approximate dept of 223 feet. For a more complete description, reference is hereby made to plat referred to above.

This property is conveyed subject to all restrictions, easements and rights of way of record and as shown on above mentioned plat.

See Deed of Jack E. Duncan and Rose Clark Duncan dated May 10, 1974 recorded in RMC Office Greenville County in Deed Book 998 at page 682.

This is a second mortgage and junior in lien to that mortgage executed by Jack E. Duncan and Rose Clark Duncan to W. Henry Martin which mortgage is recorded in RMC Office of Greenville County in Book No. 1310 Page 61 date 10 MAY 74.



which has the address of 400 Orchard Dr., Taylors, S.C. 29687,
(Street) (City)
(State and Zip Code) (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.

SOUTH CAROLINA — 1 to 4 Family—6/75—FNMA/FHLMC UNIFORM INSTRUMENT (with amendment adding Para. 24)

REC-30 82 1415

4.0001