

FILED  
GREENVILLE S.C.  
NOV 11 11 52 AM '78  
JONES & WISLEY  
R.M.C.

VOL 1636 PAGE 40

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONALD E. DUNCAN and MARTHA S. DUNCAN

in the State aforesaid, hereinafter called the Mortgagor, sends greetings.

As used herein the word "Mortgagor" shall mean the maker of this mortgage and shall include one or more persons, partnerships or corporations as the context may require, and the word "Association" shall mean the Security Federal Savings and Loan Association of South Carolina, Greenville, S.C.

WHEREAS, the Mortgagor is well and truly indebted unto Security Federal Savings and Loan Association of South Carolina, a corporation chartered under the laws of the United States, as evidenced by Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the principal sum of four thousand six hundred fifty and 67/100 (\$ 4,650.67) Dollars, with interest from date at the rate therein provided, until paid, said principal and interest to be paid in monthly installments and applied as therein provided, the last of which shall be due and payable on the 1st day of December, 19 86; which note further provides, among other things, that upon failure of the Mortgagor to abide by the By-Laws, rules or regulations of the Association or any of the covenants herein contained, or upon default in payment of any installment the Association may, at its option, declare the full amount due thereunder immediately due and payable, together with a reasonable sum as an attorney's fee if placed in the hands of an attorney, and this mortgage enforced for payment thereof, and

WHEREAS, this mortgage is given to secure the principal indebtedness as hereinabove set forth, as evidenced by said promissory note, together with any advances necessary for the protection of the security, interest on said principal and advances, costs and attorney's fees

NOW, KNOW ALL MEN BY THESE PRESENTS, That the said Mortgagor, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Security Federal Savings and Loan Association of South Carolina, according to the terms of the said note, and also, in consideration of the further sum of Three (\$3 00) Dollars to the said Mortgagor in hand well and truly paid by the said Security Federal Savings and Loan Association of South Carolina, 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 said Security Federal Savings and Loan Association of South Carolina, its successors and assigns

ALL that certain piece, parcel, or lot of land, situate, lying and being on the southeastern side of Queensbury Drive and the northeastern side of an unnamed Street in Greenville County, South Carolina, being shown and designated as Lot 19 on a Plat of Section II, CANTERBURY HILLS, recorded in the RMC Office for Greenville County in Plat Book XX, at Page 191, and having, according to said Plat, the following metes and bounds:

BEGINNING at an iron pin on the southeastern side of Queensbury Drive at the joint front corner of Lots 19 and 20 and running thence with the common line of said Lots, S 56-30 E, 100 feet to an iron pin; thence S 27-12 W, 167.7 feet to an iron pin on the northern edge of an unnamed street; running thence with said Street, N 58-49 W, 110 feet to an iron pin at the intersection of unnamed street with Queensbury Drive, which intersection is curved, the chord of which is N 5-58 W, 30.1 feet to an iron pin on the southeastern side of said Drive; thence N 46-54 E, 76.8 feet to an iron pin; thence continuing with Queensbury Drive, N 27-49 E, 73.2 feet to an iron pin, the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of the Caine Company dated and recorded December 29, 1978, in Deed Book 1094, at Page 625.

This mortgage is junior and subordinate to that certain mortgage originally given to Carolina Federal Savings & Loan Association (now Security Federal Savings & Loan Association), by Larry G. Shaw Builders, Inc., dated July 17, 1975, recorded July 18, 1975, in REM Book 1344, at Page 212; and assumed by the Mortgagors herein by Modification and Assumption Agreement dated and recorded December 29, 1978, in REM Book 1454, at Page 95.

0040

1328 W.2