

State of South Carolina

DOHN... R.M.C. ( )

1046 823

Mortgage of Real Estate



County of Greenville )

THIS MORTGAGE made this 27th day of January, 1984

by Information, Inc. and J. Ligon Duncan

(hereinafter referred to as "Mortgagor") and given to SOUTHERN BANK & TRUST CO.

(hereinafter referred to as "Mortgagee"), whose address is Post Office Box 1329, Greenville, South Carolina 29602

WITNESSETH:

THAT WHEREAS, Information, Inc. and J. Ligon Duncan is indebted to Mortgagee in the maximum principal sum of Ninety-Four Thousand and No/100 Dollars (\$ 94,000.00 ), Which indebtedness is evidenced by the Note of Information, Inc. of even date herewith, said principal (plus interest thereon) being payable as provided for in said Note, (the final maturity of 4/26/84 which is ninety (90) days after the date hereof) the terms of said Note and any agreement modifying it are incorporated herein by reference.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the said Mortgagor, for and in consideration of the aforesaid indebtedness and in order to secure the payment thereof together with any renewals or extensions or modifications thereof upon the same or different terms or at the same or different rate of interest and also to secure in accordance with Section 29-3-50, as amended, Code of Laws of South Carolina (1976): (i) all future advances and readvances that may subsequently be made to Mortgagor by Mortgagee evidenced by the aforesaid Note, or by other promissory notes, and all renewals and extensions thereof; and (ii) all other indebtedness of Mortgagor to Mortgagee, now or hereafter existing, whether direct or indirect, the maximum amount of all indebtedness outstanding at any one time secured hereby not to exceed \$ 94,000.00, plus interest thereon, all charges and expenses of collection incurred by Mortgagee including court costs and reasonable attorney's fees, has granted, bargained, sold, released and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns, the following described property:

ALL that piece, parcel or lot of land situate, lying and being on the western side of McDaniel Avenue, in the City of Greenville, County of Greenville, State of South Carolina, and known and designated as Lot No. 30 of a subdivision known as Property of W. C. McDaniel as shown on plat recorded in the R.M.C. Office for Greenville County in Plat Book F at Page 186, said lot having such metes and bounds as shown thereon.

ALSO:

ALL that piece, parcel or lot of land situate, lying and being on the western side of McDaniel Avenue, being a portion of Lot No. 10 of 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 10-A of Property of Miriam W. Pickell as shown on plat recorded in the R.M.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, joint front corner of this property and property now or formerly 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 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 is the identical property conveyed to J. Ligon Duncan and Shirley L. Duncan by deed of Hazael G. Taylor and John Stuart Taylor, Jr., dated August 1, 1975, and recorded in the R.M.C. Office for Greenville County in Deed Book 1022 at Page 195.

THIS mortgage constitutes a third mortgage against the above-described property and is junior in lien to first mortgage executed unto Fidelity Federal (now American Federal Bank, F.S.B.) recorded in Mortgage Book 1345 at Page 320 in the original amount of \$47,000.00, and second mortgage executed unto Community Bank recorded in Mortgage Book 1586 at Page 38 in the original amount of \$100,000.00.

PROPERTY DESCRIPTION CONTINUED AFTER PARAGRAPH 14 ON PAGE 3

TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto (all of the same being deemed part of the Property and included in any reference thereto):

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