

STATE OF SOUTH CAROLINA
COUNTY OF

FILED
GREENVILLE CO. S.C.

1987 00866

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:
JUNNEL W. WISLEY
R.M.C.

WHEREAS, THOMAS W. DUVALL and DEBORAH R. DUVALL

(hereinafter referred to as Mortgagor) is well and truly indebted unto SOUTHERN BANK AND TRUST COMPANY
N. Weston Street

(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 FORTY THOUSAND AND NO/100

Fountain Inn, SC 29644
Dollars (\$ 40,000.00) due and payable

per note executed this date or any future modifications, renewals or extensions thereof

with interest thereon from date at the rate of per noteger centum per annum, to be paid per note

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 piece, parcel or lot of land, lying and being and situate in the County of Greenville, State of South Carolina, Fairview Township, and within the corporate limits of the Town of Fountain Inn, being shown and designated as Lots 21 and 22 according to a plat by W. N. Willis Engineers dated February 25, 1960, and being recorded in the RMC Office for Greenville County in Plat Book RR, Page 61 and a more recent plat prepared by J. L. Montgomery, III, R.L.S., dated April 10, 1979; reference being had to said plat for a more particular metes and bounds description.

This being the same property conveyed to the Mortgagors herein by deed of E. G. Whitmire, Jr. dated April 10, 1979 and recorded in the RMC Office for Greenville County in Deed Book 1100 at Page 530 on April 13, 1979.

This mortgage is second and junior in lien to that mortgage between Mortgagors and United Federal Savings and Loan Association recorded June 4, 1974 in Mortgage Book 1469 at Page 38 in the original amount of \$54,000.00.

STATE OF SOUTH CAROLINA
DOCUMENTARY
STAMP
TAX
16.00

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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.