

MORTGAGE OF REAL ESTATE - Law Offices of Thomas C. Brissey, P. A.,
GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

EST 23 10 56 M '75 MORTGAGE OF REAL ESTATE
DONNIE S. TANKERSLEY
R.M.C. TO ALL WHOM THESE PRESENTS MAY CONCERN:

BOOK 1381 PAGE 587

WHEREAS, We, Duane C. Clark and Emilie C. Clark

(hereinafter referred to as Mortgagor) is well and truly indebted unto Rose C. Duncan

(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 Fifteen Thousand and No/100-----

Dollars (\$ 15,000.00) due and payable

according to the terms thereof said note being incorporated herein by reference.

with interest thereon from _____ at the rate of _____ 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, on the southern side of East Heathwood Drive, near the Town of Taylors, being shown as Lot 43 on a Plat of HEATHWOOD, recorded in the R.M.C. Office for Greenville County in Plat Book KK, at Page 35, and having, according to said plat, the following metes and bounds:

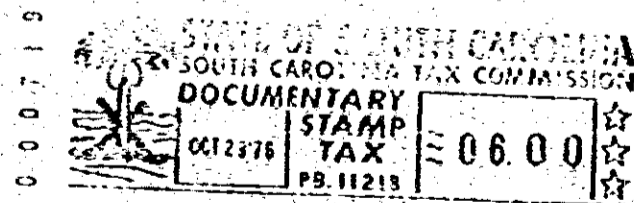
BEGINNING at an iron pin on the southern side of East Heathwood Drive at the corner of the intersection with Whitman Drive and running thence along the southern side of East Heathwood Drive, S 80-06 E, 75 feet to an iron pin at the joint front corner of Lots 42 and 43; thence along the joint line of said lots, S. 09-54 W. 200 feet to an iron pin in the line of Lot 44; thence with the line of Lot 44, N 80-06 W. 100 feet to an iron pin on the eastern side of Whitman Drive; thence along the eastern side of Whitman Drive, N. 09-54 E, 175 feet to an iron pin at the intersection of said Drive with East Heathwood Drive; thence around said intersection on a curve, the chord of which is N 54-54 E, 35.2 feet to the point of beginning.

This is the same property conveyed unto the Mortgagors herein by deed from Marvin R. Banks and Alice G. Banks dated December 2, 1975, recorded December 7, 1975 in Deed Book 1027, at page 920, RMC Office for Greenville County.

The address of the mortgagee is 8 Orchard Drive, Taylors, S. C.

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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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