

FILED  
GREENVILLE CO. S. C.

APR 21 11 45 AM '77

DONNIE S. TANKERSLEY  
R.M.C.

# MORTGAGE

BOOK 1395 PAGE 238

THIS MORTGAGE is made this 19 day of April, 1977, between the Mortgagor, James W. and Betty J. Duncan (herein "Borrower"), and the Mortgagee, GREER FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of SOUTH CAROLINA, whose address is 107 Church Street, Greer, South Carolina 29651 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty Thousand Two Hundred Fifty and no/100-----(\$20,250.00)---Dollars, which indebtedness is evidenced by Borrower's note dated April 19, 1977 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 1, 2007;

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: and known and designated as Lot # 2, on the Western side of Edwards Road, according to a survey by C.C. Jones, dated May 21, 1956, plat of which is recorded in the RMC Office for Greenville County in Plat Book LL, Page 45, and having the following metes and bounds:

BEGINNING at an iron pin at joint front corner of Lots #2 and #3 running thence along the line of these lots, S. 63-27 E., 161.0 feet, to an iron pin, thence S. 19-58 W., 80.7 feet to an iron pin at rear of Lots #1 and #2, thence along said line, N. 63-27 W., 170.2 feet to an iron pin on the western side of Edwards Road, thence along Edwards Road N. 26-35 E., 80 feet to an iron pin, point of beginning.

This is the identical property conveyed to the mortgagors by deed of Paul Adams and Eloise E. Adams to be recorded of even date herewith.

57 APR 21 1977

350 M

which has the address of 4000 Edwards, Road Taylors, South Carolina (herein "Property Address"); (Street) (City) (State and Zip Code)

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.

1395 238

4328 RV-2