

FILED
GREENVILLE CO. S. C.

State of South Carolina

SEP 9 11 09 AM 1958

County of Pickens GREENVILLE OLIVE PALM NORTH R.M.C.

To All Whom These Presents May Concern:

SEND GREETINGS:

I, James Q. Duncan,

Whereas, I the said James Q. Duncan in and by my certain promissory note in writing, of even date with these presents, am (are) well and truly indebted to HOME BUILDING & LOAN ASSOCIATION, Easley, South Carolina, in the full and just sum of One Thousand and no/100's Dollars, (\$ 1,000.00) payable at the offices of said Association at Easley, South Carolina, with interest at the rate of Six per centum (6%) per annum, to be repaid in installments of Twenty Five and no/100's (\$ 25.00) Dollars, due and payable upon the first day of each and every calendar month hereafter until the full principal sum with interest has been paid, said monthly installment to be applied first to the payment of interest, computed monthly on the unpaid balance, and then to principal; all interest, not paid when due to bear interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, then the whole amount evidenced by said note to become immediately due, at the option of the holder thereof, who may sue thereon and foreclose this mortgage; said note further providing for an attorney's fee of ten per cent, besides all costs and expenses of collection, to be added to the amount due on said note and to be collectible as a part thereof, if the same be placed in the hands of an attorney for collection, or if said debt, or any part thereof, be collected by an attorney, or by legal proceedings of any kind (all of which is secured under this mortgage); as in and by the said note, reference being thereunto had, will more fully appear.

NOW, KNOW ALL MEN, That I the said James Q. Duncan, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said HOME BUILDING & LOAN ASSOCIATION, Easley, South Carolina, according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me, the said James Q. Duncan, in hand and truly paid by the said HOME BUILDING & LOAN ASSOCIATION, Easley, South Carolina, at and before the signing of these Presents, the receipts whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said HOME BUILDING & LOAN ASSOCIATION, Easley, South Carolina, its successors or assigns:

"ALL that piece, parcel and lot of land in Grove Township, known as Lot No. 12 of the B.W. Burdette Subdivision, this lot being more specifically described by a plat prepared by C.C. Jones and Associates on May 23, 1957, same being recorded in the R.M.C. Office for Greenville County in Plat Book 00, at page 13, and according to said plat having the following metes and bounds, to-wit: BEGINNING at a nail and cap near the center of an abandoned road and the intersection of a County road which goes to U.S. 29, thence more or less down the center of said County road, N. 34-12 W. 285.5 feet to an iron pin on the east side of said County road; thence N. 62-58 W. 97.3 feet to a spike in the railway right of way; thence S. 89-30 W. along the line of the Cothran property, 382.4 feet to a nail and cap in the center of the old Piedmont-Pelzer Road; thence S. 25-20 W. 314 feet, more or less, along the East side of the Old Piedmont-Pelzer Road, crossing another road which intersects with same to a nail and cap at BEGINNING corner; being the same land conveyed to James Q. Duncan by H. I. Durham by deed dated August 29, 1958, recorded in Book of Deeds , at page , in the office of the Register of Mesne Conveyance for Greenville County, South Carolina."

TOGETHER with, all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the Premises before mentioned unto the said HOME BUILDING & LOAN ASSOCIATION, its Successors or Assigns forever. And I (we) do hereby bind myself (ourselves), my (our) Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said HOME BUILDING & LOAN ASSOCIATION, its Successors or Assigns, from and against myself (ourselves), my (our) Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming or to claim the name or any part thereof.