

MORTGAGE OF REAL ESTATE

BOOK 1562 PAGE 553

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
S.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

FEB 1 3 56 PM '82

WHEREAS, JAMES L. DUNCAN, JR. AND DALE DUNCAN

(hereinafter referred to as Mortgagor) is well and truly indebted unto the GREENVILLE COUNTY REDEVELOPMENT AUTHORITY

(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 Thirteen thousand two hundred sixty-five and no/100----- Dollars (\$ 13,265.00 ) due and payable in 180 consecutive monthly installments of Ninety-one and 66/100 (\$91.66) Dollars, due on the 15th day of each month, commencing April 15, 1982,

with interest thereon from said date at the rate of three (3%) per centum per annum, to be paid: monthly.

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, near the City of Greenville, on the western side of Wallace Street and being shown as Lot No. 91, Section 3 on a plat of property of Dunean Mills, recorded in Plat Book "S" at Page 175, and described as follows:

BEGINNING at an iron pin on the western side of Wallace Street 81 feet north from Kelly Street, at corner of Lot 92, and running thence with line of said lot. N. 64-22 W. 122.1 feet to an iron pin on the eastern side of a 15 ft. alley; thence with the eastern side of said alley, N. 25-42 E. 79.5 feet to an iron pin, corner of Lot 90; thence with line of said lot, S. 64-22 E. 121.8 feet to an iron pin on Wallace Street; thence with the western side of said street S. 25-38 W. 79.5 feet to the beginning corner.

DERIVATION: This being the same property conveyed to the Mortgagors herein by virtue of a deed from Franklin P. Smith and Sandra G. Smith recorded in the R.M.C. Office for Greenville County in Deed Book 1103 at Page 598 on May 30, 1979.

RECORDED  
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Greenville County Redevelopment Authority  
Bankers Trust Plaza, Box PP-54  
Greenville, South Carolina 29601

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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