

State of South Carolina

S. C.

BOOK 1572 PAGE 201

County of GREENVILLE

PH '82

Mortgage of Real Estate

SLEY

THIS MORTGAGE made this 9th day of June, 1982

by WILLIAM EDWARD DUNCAN and DONNA C. DUNCAN

(hereinafter referred to as "Mortgagor") and given to BANKERS TRUST OF SOUTH CAROLINA

Post Office Box 608, Greenville, South Carolina, 29602

(hereinafter referred to as "Mortgagee"), whose address is

WITNESSETH:

THAT WHEREAS, William Edward Duncan and Donna C. Duncan is indebted to Mortgagee in the maximum principal sum of Twenty-Six Thousand Ten and 44/100 Dollars (\$ 26,010.44), which indebtedness is evidenced by the Note of William Edward Duncan and Donna C. Duncan of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is June 9, 1985, the terms of said Note and any agreement modifying it are incorporated herein by reference.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the said Mortgagor, for and in consideration of the aforesaid indebtedness and in order to secure the payment thereof together with any renewals or extensions or modifications thereof upon the same or different terms or at the same or different rate of interest and also to secure in accordance with Section 29-3-50, as amended, Code of Laws of South Carolina (1976): (i) all future advances and readvances that may subsequently be made to Mortgagor by Mortgagee evidenced by the aforesaid Note, or by other promissory notes, and all renewals and extensions thereof; and (ii) all other indebtedness of Mortgagor to Mortgagee, now or hereafter existing, whether direct or indirect, the maximum amount of all indebtedness outstanding at any one time secured hereby not to exceed \$ 26,010.44 plus interest thereon, all charges and expenses of collection incurred by Mortgagee including court costs and reasonable attorneys fees, has granted, bargained, sold, released and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns, the following described property:

ALL that piece, parcel or lot of land, together with all improvements thereon, located, lying and being in the County of Greenville, State of South Carolina, on the Southern side of Augusta Road being shown as a portion of Lot 1 of Augusta Circle on plat recorded in the RMC Office for Greenville County, South Carolina, in Plat Book E at Page 227, and in Plat Book F at Page 23, and having, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the corner of Lot No. 1 on the Southwestern side of Augusta Road and running thence S. 21-35 W., 234.4 feet to a point; thence N. 71-01 W., 140 feet to an iron pin in the line of Lot No. 2; thence with the line of Lot No. 2 in a Northeasterly direction 269.7 feet to a point on the Southwestern side of Augusta Road; thence, in a Southeasterly direction with Augusta Road 100 feet to the point of BEGINNING.

This is the same property conveyed to the Mortgagors herein by deed of The South Carolina National Bank, as Trustee of the W. P. Kennedy, Sr., Family Trust, a revocable Trust dated January 29, 1969, and as Executor of the Estate of W. P. Kennedy, Sr., deceased, recorded in the Greenville County RMC Office in Deed Book 1034 at Page 700 on April 14, 1976.

ALSO ALL that piece, parcel or strip of land, together with all improvements thereon, located, lying and being in the City and County of Greenville, State of South Carolina, and being shown and designated as a portion of Lot No. 2 according to plat of Augusta Circle, prepared by C. M. Furman, recorded in the RMC Office for Greenville County in Plat Book F at Page 23 and also as shown on plat recorded in the RMC Office for Greenville County in Plat Book E at Page 227, and having, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southwestern side of Augusta Road at the joint front corner of Lots Nos. 1 and 2, said pin being 200 feet East from the Southeastern corner of the intersection of Augusta Road and Augusta Drive and running thence S. 29-45 W., 269.7 feet to an iron pin in the corner of a lot formerly conveyed to Lily Pace McBrayer; thence, running with her line 9.6 feet to an iron pin at the joint corner of Lots Nos. 19 and 20; thence, N. 60-14 W., 22.1 feet to a point in the line of Lot No. 19; thence, N. 29-45 E., 281.2 feet to a point on Augusta Road; thence, running with Augusta Road in a Southeasterly direction, 25 feet to an iron pin at the joint front corner of Lots Nos. 1 and 2, the point and place of BEGINNING.

This is the same property conveyed to the Mortgagors herein by deed of W. P. Kennedy, Jr.

TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident (CONT.) or appertaining thereto, all improvements now or hereafter situated thereon, and all fixtures now or hereafter attached thereto (all of the same being deemed part of the Property and included in any reference thereto):

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