

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, JAMES GARY DUNCAN and MARIAN PAULINE DUNCAN

(hereinafter referred to as Mortgagor) is well and truly indebted unto BANK OF TRAVELERS REST, P.O. Box 544, Travelers Rest, S.C. 29690

(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 Forty Thousand and No/100-----Dollars (\$ 40,000.00\*\*\*) due and payable

on November 1, 1984, in the amount of \$40,000.00 plus accrued interest from date of Note;

with interest thereon from date of note at the rate of 13.00% per centum per annum, to be paid: in full on 11-1-84

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, in Cleveland Township, and being at River Falls, and having the following metes and bounds, to-wit:

BEGINNING at a point on the Eastern line of a 9-1/2 acre tract deeded to F. P. Drake by C. G. Drake at a point in the middle of Jones Gap Road; thence with the line of F. P. Drake, N. 75 E. to the middle of the Saluda River; thence down said river to a point in the middle of Ragsdale Street; thence with the middle of said street in a South-westerly direction to a point in the middle of Jones Gap Road; thence up the middle of the Jones Gap Road to the beginning corner.

LESS HOWEVER that portion of the above described property conveyed by the Grantor to Lucile C. Meares by deed recorded in Volume 386 at page 100 and subject to the water rights as contained in said deed.

THIS being the same property that was conveyed unto the Mortgagor by deed from the heirs of Anna R. Poole as recorded in Deed Book 1217 at page 828 on July 25, 1984.

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE  
DOCUMENTARY  
STAMP TAX  
\$ 12.00

At the option of the mortgagee, the indebtedness secured hereby shall become due and payable if the mortgagor shall convey the mortgaged premises or if the title thereto shall become vested in any other person or party for any other reason whatsoever.

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.

EST 5

228-102