57 ng 538 MORTGAGES EAL ESTATE - Law Offices of Thomas C 2001 1422 PAGE 423 2 2 12 5 17 MORTGAGE OF REAL ESTATE STATE OF SOUTH CAROLINA TO ALL SHOM THESE PRESENTS MAY CONCERN: Banie & Jondonlag. WHEFEAS. I, CECIL L. DUFFIE, JR. thereinafter referred to as Mortgagor) is well and truly indebted unto SOUTHERN BANK AND TRUST COMPANY thereinafter referred to as Mortgagee) as evidenced by the Mortgagoe's promissory note of even date herewith, the terms of which are incorporated terem by reference, in the sum of Thirty-six Thousand dollars & no/100-----BEGINNING at an iron pin on the northern side of West Earle Street 217 feet 5 inches from the northeastern corner of Robinson Street and Earle Street and running thence N. 1-41 E., 200 feet to an iron pin on a 16-foot alley; thence S. 83-13 E.: 54 feet 4-1/2 inches to a point; thence S. 1-41 W., 200 feet to a point on Earle Street; thence along the northern side of Earle Street N. 83-13 W1, 54 feet 4-1/2 inches to the point of BEGINNING. the same property as that conveyed to the Mortgagor herein by deeds from Doris W. Tvie and from Paul J. Brown, III, Catherine Brown Walsh and Walker Lawrence Iver III, respectively, recorded in the RMC Office for Greenville County on Fabruary 1, 1978. THE making address of the Mortgagee herein is P. O. Box 1329, Greenville, South Caroling 250 DORNIE S. TARKERSLEY Ter 12 Together with all and regular rights, without the reditaments, 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 peating, plumbing, and lighting futures now or kereafter attached, connected, or fatted thereto in any manner, at being the intention of the parties hereto that all such futures and equipment, other than the FE02

attached, connected, or fated thereto in any manner; it being the intention of the parties hereto that all such futures and equipment, other than the

The Montgagor covenants that it is lawfully sessed of the premises hearinabove described in fee simple absolute, that it has good right and is awfully authorized to sell, convey or encumber the store, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further ecvenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and

TO HAVE AND TO HOLD, all and singular the said premises unto the Morigagoe, its heirs, successors and assigns, forever.

against the Mortgagor and all persons whomscever lawfully claiming the same or any part thereof.

Nusual househeld furniture, be considered a part of the real estate.