FICED OREENVILLE CO. S. o. uplicate 800K 1133 PAGE 587

COUNTY OF Greenville \ Aug | | 33 PH '69 MORTGAGE OF REAL ESTATE

Spartanburg OLLIE FARHSWORPHALL WHOM THESE PRESENTS MAY CONCERNS

WHEREAS, We, Shirley W. Staton Duncan and Rufus L. Duncan,

(hersinafter referred to as Mortgagor) is well and truly indebted unito. Southern Bank and Trust Company, its successors and assigns forever.

(hereinafter referred to as Mortgages) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are (hereinelier referred to as Mortgages) as evidenced by reference, in the sum of recorporated herein by reference, in the sum of Porty-Bight Hundred Sixty-Six and no/00 Dollars (\$4866.00) due and payable

In sixty (60) monthly installments of \$81.10 Dollars each.

with Interest thereon from date at the rate of 8% per centum per annum, to be paid: at maturity

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 Morigagor, 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 Mortgages at any time for advances made to or for his account by the Morigages, and also in consideration of the further sum of Three Dollars (\$3.00) to the Morigagor in hand well and truly paid by the Mortgages 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 assinns:

"ALL that certain place, 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, on the East side of Pine Street

Extension in the City of Greer, and being known and designated as Lot

No. One (1) of the Mrs. Evelyn Gentry Subdivision as shown on plat prepared by H. S. Brockman, Surveyor, dated April 12, 1941, and which plat was recorded in the R.M.C. Office for Greenville County in Plat Book P. page 3, and being particularly designated and shown on plat prepared for Milledge B. Hemphill by H. S. Brockman, R. S., dated February 16, 1955, and which plat has been recorded in maid Office in Plat Book PF at page 275. Said lot has a frontage of 75 feet on Pine Street Extension with a uniform depth of 150 feet. This being the same property which was conveyed to Shirley W. Staton Duncan by deed of Jimmy L. Staton dated April 26, 1968, and recorded in the R. M. C. Office for Greenville County in Deed Book 843, page 96.

All that piece, parcel, or lot of land situate, lying and being at the southwestern corner of the intersection of Peachtree Lane and Rollingreen Road near the Town of Greer, in the County of Spartanburg, State of South Carolina, and known and designated as Lot No. 14 of a subdivision known as Country Club Estates, plat of which is recorded in the R. M. C. Office for Spartanburg County in Plat Book 52 at Pages 170-172; said lot having such metes and bounds as shown thereon.

This property is conveyed subject to restrictions and easements or rights of way, if any, of record.

This is the same property conveyed to Rufus L. Duncan by deed of Kenneth R. Hill, dated January 2, 1969, and duly recorded in deed book 35 L at page 131.

Together with all and singular rights, mambers, harditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had thereform, and including all heating, plumbing, and lighting fixtures now or hereafter allached, connected, or filled 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 Mortgages, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully salzed of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumbes the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgager further covenants to warrant and forever defend all and singular the said premises unto the Mortgages forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof,