STATE OF SOUTH CAROLINA COUNTY OF Greenville

CLE WARREN

BEC 17 3 57 PM '75

MORTGAGE OF REAL ESTATE

BONNIE S. TANKERSLEYO ALL WHOM THESE PRESENTS MAY CONCERN:
R.M.C.

WHEREAS, We, Robert L. Duncan and Edith M. Duncan

(hereinafter referred to as Mortgagor) is well and truly indebted unto

BANKERS TRUST OF SOUTH CAROLINA, N.A.,

(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 Seven thousand nine hundred seventy and 40/100 - - - - - -

in sixty equal, consecutive monthly installments of \$132.84, beginning on the 15th day of January, 1977, and on the same day of each month thereafter, until paid in full

as stated on Note

with interest thereon from

at the rate of

per centum per annum, to be paid: monthly

U! 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, being more particularly described as Lot 230,

Section 1, as shown on a Plat entitled "Subdivision of Village Houses, F. W. Poe Mfg. Co., Greenville, S. C." made by Dalton & Neves, July, 1950, and recorded in the RMC Office for Greenville County in Plat Book Y, at Pages 26-31, Inclusive. The within lot is also known as 107 Third Avenue, Park Place, Greenville, S. C.

This is the same property conveyed to the Mortgagors by F. W. Poe Manufacturing Company, Recorded October 2, 1950, in the RMC Office for Greenville County in Deed Book 420, at Page 172.

IT IS AGREED that the within note and mortgage are not assumable without the written permission of Mortgagee.

IT IS FURTHER AGREED that Mortgagor expressly waives the right to any appraisement laws of the State of South Carolina, including S. C. Code Sections 45-88 through 45-96, and that personal liability upon foreclosure will exist for the full difference between the amount of the judgment of toreclosure and the amount realized from judicial sale.

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Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertuning, 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 fixtures and opportunit, 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 of its lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all linus and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagoe lawer, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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