

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE

BOOK 1422 PAGE 423

TO ALL WHOM THESE PRESENTS MAY CONCERN

WHEREAS, I, CECIL L. DUFFIE, JR.

(hereinafter referred to as Mortgagor) is well and truly indebted unto SOUTHERN BANK AND TRUST COMPANY

(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 Thirty-six Thousand dollars & no/100

-----Dollars (\$ 36,000.00) due and payable

90 days from date

with interest thereon from date at the rate of 9 % 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 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

ALL our right, title and interest in and to all that piece, parcel or lot of land, together with all buildings and improvements thereon, situate, lying and being on the northern side of West Earle Street, in the City of Greenville, Greenville County, South Carolina, between Robinson and Wilton Street, being known and designated as Lot No. 32 of Section C, on a plat of the property of the Stone Land Company recorded in the RMC Office for Greenville County, S.C., in Plat Book A, page 337, and having the following metes and bounds, to-wit:

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 W., 54 feet 4-1/2 inches to the point of BEGINNING.

THIS is the same property as that conveyed to the Mortgagor herein by deeds from Doris W. Ivie and from Paul J. Brown, III, Catherine Brown Walsh and Walker Lawrence Ivie, III, respectively, recorded in the RMC Office for Greenville County on February 1, 1978.

THE mailing address of the Mortgagee herein is P. O. Box 1329, Greenville, South Carolina

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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.

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