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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE 4 01 PROBLE WHOM THESE PRESENTS MAY CONCERN:

Grantee's address: 326 Hillsborough Dr.

Greenville, SC 29615

WHEREAS,

ROY ARTHUR SEAVER

(hereinafter referred to as Mortgagor) is well and truly indebted unto Trust for David Kay Seaver

(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

FIVE THOUSAND AND NO/100----- Dollars (\$ 5,000.00) due and payable

with interest thereon from tontember 4 Fat. the rate of Twenty (20%)er centum per annum, to be paid: On Demand

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 scaling 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 sucessors 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 on the southerly side of Hillsborough Drive, near the City of Greenville, S. C., being known and designated as Lot No. 122 on plat entitled "Final Plat Revised, Map No. 2, Foxcroft, Section II" as recorded in the RMC Office for Greenville, S. C., in Plat Book 4N, pages 36 and 37, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southerly side of Hillsborough Drive, said pin being the joint front corner of Lots 122 and 123, and running thence with the common line of said lots S 9-41 W 171.4 feet to an iron pin, the joint rear corner of Lots 122 and 123; thence N 80-19 W 125 feet to an iron pin, the joint rear corner of Lots 121 and 122; thence with the common line of said lots N 9-41 E 171.4 feet to an iron pin on the southerly side of Hillsborough Drive; thence with the southerly side of Hillsborough Drive S 80-19 E 125 feet to an iron pin, the point of beginning.

This conveyance is subject to all restrictions, setback lines, roadways, easements and right of ways, if any, affecting the above described property. ,

This is the same property conveyed to Grantor herein by Deed of M. G. Proffitt, Inc. in Deed Book 1002, Page 211 and recorded on July 13, 1974.

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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 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 soized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully Sutherized 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 Mortgager further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgager Oand all persons whomsoever lawfully claiming the same or any part thereof.