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## MORTGAGE OF REAL PROPERTY

THIS MORTGAGE, executed the .28 .... day of September .... 1983 ..... by Francis Eric Fox & Patricia T. Fox .... (hereinafter referred to as "Mortgagor") to First National Bank of South Carolina (hereinafter referred to as "Mortgagee") whose address is .... P.O. Box 2568, Greenville, S.C.

## WITNESSETH:

IN CONSIDERATION of the sum of Three Dollars (\$3.00) paid to Mortgagor by Mortgagee and in order to secure the payment of a promissory note including any renewal, extension or modification thereof (hereinafter referred to as the "Note"), dated September 28, 1983, to Mortgagee for the principal amount of ELEVEN THOUSAND FOUR AND 44/100-----Dollars, plus interest thereon and costs of collection, including attorneys' fees, and to further secure all future advances or re-advances that may subsequently be made to Mortgagor by Mortgagee evidenced by the aforesaid Note or any renewal, extension or modification thereof or evidenced by any instrument given in substitution for said Note, Mortgagor has granted, bargained, sold and released to Mortgagee and the successors and assigns of Mortgagee, and by this Mortgage does grant, bargain, sell, and release to Mortgagee and the successors and assigns of Mortgagee, all the following real property (hereinafter referred to as the "Property"):

ALL that piece, parcel or lot of land, situate, lying and being on the Eastern side of Birchbark Drive in Greenville County, South Carolina, being shown and designated as Lot No. 24 on a Plat of PARKDALE, Section 2, made by C. O. Riddle, RLS, dated May, 1965, and recorded in the RMC Office for Greenville County, S.C., in Plat Book BBB, Page 121, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Eastern side of Birchbark Drive at the common corner of Lots Nos. 24 and 25, and running thence along the rear line of Lots Nos. 25 and 26, N. 47-11 E., 230 feet to an iron pin; thence along the line of Lot No. 27, N. 42-49 W., 78 feet to an iron pin; thence along the line of property now or formerly owned by Milton A. Burdine, S. 65-42 W., 165 feet to an iron pin on Birchbark Drive; thence along the Eastern side of Birchbark Drive, S. 11-06 W., 24.7 feet to an iron pin; thence with the curve of the culdesac of Birchbark Drive, the chords of which are S. 33-59 E., 44.8 feet and S. 18-15 W., 43 feet, to an iron pin; thence with the curve of the Eastern side of Birchbark Drive, S. 32-49 E., 51.7 feet to an iron pin, the beginning corner.

This being the same property conveyed to the mortgagors by deed of Francis Eric Fox and Patricia T. Fox of even date to be recorded herewith.

TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto (all of the same being deemed part of the Property and included in any reference thereto):

TO HAVE AND TO HOLD all and singular the Property unto Mortgagee and the heirs, successors or assigns of Mortgagee forever.

MORTGAGOR covenants that Mortgagor is lawfully seized of the Property in fee simple absolute, that Mortgagor has good right and is lawfully authorized to sell, convey or encumber the same, and that the Property is free and clear of all encumbrances except as expressly provided herein. Mortgagor further covenants to warrant and forever defend all and singular the Property unto Mortgagee and the heirs, successors or assigns of Mortgagee from and against Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of Mortgagor and Mortgagee, that if Mortgagor pays or causes to be paid to Mortgagee the debt secured hereby, the estate hereby granted

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