PREFHY'ILED

STATE OF SOUTH CAROLINA COUNTY OF Greenville

APR 21 4 21 PH 183 TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, Noel A. P. Kane-Maguire, Constance J. Kane-Maguire and Larry S. Trzupek

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

Buxton Development Corporation

(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 FOUR HUNDRED FIFTY AND NO/100---- Dollars (\$ 5, 450.00) due and payable

IN ACCORDANCE WITH THE TERMS OF THE NOTE OF EVEN DATE HEREWITH FOR WHICH THIS MORTGAGE STANDS AS SECURITY

with interest thereon from

date

at the rate of 1:

per centum per annum, to be paid: according to note

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 shown and designated as Lot No. 46, Buxton Subdivision, and having, according to a plat prepared by Piedmont Engineers and Architects, Surveyors, dated November 5, 1970 and recorded in the RMC Office for Greenville County in Plat Book 4-N sheet One, the following metes and bounds, to-wit:

BEGINNING at an rion pin at the joint front corners of Lots 46 and 47 and running thence N. 57-36 W. 163.2 feet to an iron pin; thence with the rear line of Lot 46, N. 33-29 E. 130.0 feet to an iron pin; thence turning and running S. 54-02 E. 160.45 feet to an iron pin; thence with the line of Crestwood Drive S. 35-09 W. 8.3 feet to an iron pin; thence continuing with said Drive, S. 31-32 W. 90.8 feet to an iron pin, the point of BEGINNING.

THIS is the same property conveyed to the Mortgagors herein by Buxton Development Corporation, dated April 18, 1983 and recorded simultaneously herewith.

STATE OF SOUTH CAROLINA

CHARGE OF SOUTH CAROLINA

CONVENIENT TAX

CALL OF TAX

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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 seized of the premises hereinabove described in fee simple absolute, that it has good right had 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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.