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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

O S.TO ALL WHOM THESE PRESENTS MAY CONCERN:

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WHEREAS. WE, DOUGLAS C. KEIR AND LOUISE L. KEIR,

thereinafter referred to as Mortgagor) is well and truly indebted unto CAROLYN H. JAMES,

according to terms and conditions of note of even date herein written which is incorporated herein by reference,

with interest thereon from June 4, 1982 at the rate of twelve (12) per centum per annum, to be paid:

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 that piece, parcel or lot of land, with all buildings and improvements thereon, situate, lying and being on the northern side of West Tallulah Drive, in the City of Greenville, Greenville County, South Carolina, being known and designated as Lot No. 17 on a plat entitled SURVEY FOR R. E. GREGORY & CO., by W. R. Williams, Jr., Engineer-Surveyor, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 5-P at page 60, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of West Tallulah Drive at the joint corner of the premises herein conveyed and property now or formerly belonging to Montgomery, and running thence along the northerly side of West Tallulah Drive, S. 55-50 W., 61 feet to an iron pin on the northern corner of the intersection of West Tallulah Drive and West Augusta Place; thence along the northerly side of West Augusta Place, N. 74-10 W., 94.5 feet to an iron pin; thence continuing along the northern side of West Augusta Place, N. 80-36 W., 71 feet to an iron pin, thence along the line of property now or formerly belonging to Taylor and Madray, N. 46-27 E., 175.5 feet to an iron pin; thence along the line of property now or formerly belonging to Montgomery, S. 34-10 E., 150 feet to an iron pin on the northerly side of West Tallulah Drive, the point of beginning.

This being the same as that conveyed to Douglas C. Keir and Louise L. Keir by deed of Carolyn H. James being dated and recorded concurrently herewith.

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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 heireinabove 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.

GREENVILLE OFFICE SUPPLY CO. INC.

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