46762 PROVENCE-JARRARD CO.-GREENVILLE

TITLE TO REAL ESTATE

The State of South Carolina, County of Greenville.

KNOW ALL MEN BY THESE PRESENTS that I, J. Henry Seaborn, of Greenville County, in the state aforesaid, in consideration of the sum of one dollar to me in hand paid at and before the sealing of these presents by the grantee hereinafter named (the receipt whereof is hereby acknowledged), and in further consideration of a release of liability on the mortgage hereinafter mentioned, and for other valuable considerations, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto (Mrs.) Andrea C. Patterson all those two certain pieces, parcels or tracts of land situate, lying and being in said state and county, in Grove Township, about eleven miles from the City of Greenville, on the Old Grove Road and on another road which leads from the Old Grove Road to Pepper School House, to-wit:

- 1. That tract containing nineteen acres, more or less, bounded by lands now or formerly belonging to the children of William Cason, Chas. O. Brown and Jeff. Mayfield's estate, being the same land conveyed to me by Julius H. Heyward by deed dated January 5, 1904, and recorded in the office of the Register of Mesne Conveyances for said County in Book "ILL", page 359.
- 2. That tract containing twenty-three acres, more or less, bounded by lands now or formerly belonging to Alex L. Seaborn and the estate of Jeff. Mayfield, deceased; this being a part of the 48 acre tract conveyed by said Julius H. Heyward to Jeff. Mayfield and myself by deeds dated January 15, and 16, 1905, respectively, and recorded in said office in Book "WWW", pages 642 and 643, respectively; said Mayfield and I having subsequently partitioned said land by mutual deeds dated January 1, 1910, his deed to me being recorded in said office in Book 5, page 379; said 23 acre tract having such courses and distances as are shown on John M. Cureton's plat dated April 3, 1905, and recorded in said office in Plat Book "A", page 243, and set forth in the mortgage hereinafter mentioned. It is distinctly understood and expressly agreed that said grantee assumes no liability whatsoever for the payment of any mortgage indebtedness on said premises, and is in no event to be held liable for any deficiencies which may result if said premises be sold under foreclosure.

This deed is an absolute conveyance of title in effect as well as in form and is not intended as a mortgage, trust conveyance or security of any kind. The consideration therefor is full release of all debts, notes, obligations, costs, and charges heretofore subsisting on account and by the terms of that certain mortgage heretofore existing on the property herein conveyed, executed by me to said grantee, dated February 12, 1921, and recorded in said office in Book 87, page 46; this conveyance completely satisfying said obligation and terminating said mortgage and the note secured thereby and any effect thereof in all respects.

Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in any wise incident or appertaining. To have and to hold all and singular the premises before mentioned unto the said grantee and her heirs and assigns forever. And I do hereby bind myself and my heirs, executors and administrators to warrant and forever defend all and singular the said premises unto the said grantee, and her heirs and assigns against myself and my heirs and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Witness my hand and seal, this 21st day of October, in the year of our Lord one thousand, nine hundred and forty-three and in the one hundred and sixty-8th, year of the independence of the United States of America.

Signed, sealed and delivered

in the presence of:

J. Henry Seaborn (L. S.)

Hattie M. Finlay J. V. Croskeys.

The State of South Carolina, County of Greenville.

Personally appeared before me Hattie M. Finlay and made oath that she saw the within named J. Henry Seaborn sign, seal and as his act and deed deliver the within written deed, and that she, with J. V. Croskeys witnessed the execution thereof.

Sworn to before me, this 21st day of October, A. D. 1943.

J. V. Croskeys (L. S.)
Notary Public for South Carolina.

Hattie M. Finlay