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EDWARDS, DUGGAN AND REESE, P.A.

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE STATE STATE OF SOUTH CAROLINA STATE STATE STATE OF SOUTH CAROLINA STATE OF SOUTH

MORTGAGE OF REAL ESTATE

P.O. Box 126 Greer, S.C. 29651

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

HERHAN W. NODINE and JEAN H. NODINE

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

JOHN E. ROE, JR., 705/2 No. 44 MAIN Street, Green, S.C., 2965/

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's premissory note of even date kerewith, the terms of which are incorporated herein by reference, in the sum of

TEN THOUSAND AND NO/100ths

Dollars (\$ 10,000.00) due and payable

in twelve (12) monthly installments of \$888.49 each, beginning thirty days from date and continuing until paid in full.

with interest thereon from date at the rate of 12.00 per centum per annum, to be paid: monthly as aforesaid

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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, 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, in the City of Green, containing 2.02 acres as is more particularly described in accordance with a plat eneitled, "Property of Herman W. Nodine and Jean H. Nodine," prepared by Carolina Surveying Company, dated May 19, 1981, a copy of which is being recorded herewith. The subject property fronts on the southerly side of McDade Avenue, formerly Wilson Avenue, a total distance of 258.6 feet.

THIS is the identical property conveyed to the Mortgagors by deed of John E. Roe, Jr. and Mary Beth Roe Randall to be recorded of even date herewith.

CONTRACT CANON CAN

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had thereform, 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 hereinabove 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 Mortgagor forever, from and against the Mortgagor and all persons whomsoever fawfully claiming the same or any part thereof.

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