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STATE OF SOUTH CAROLINA

MORTGAGE OF REAL ESTATE

COUNTY OF GREENVILLE (FILED TO ALL WHOM THESE PRESENTS MAY CONCERN GREENVILLE CO. S.C.

MAR 1 11 27 AH '84

WHEREAS. Ben F. DOWNIECHTAKKERSLEY R.H.C.

(hereinafter referred to as Mortgagor) is well and truly indebted unto Irene F. Mayfield

FEBRUARY 20, 1994

with interest thereon from

at the rate of

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 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 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 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

ALL that certain piece, parcel or tract of land situate, lying and being on the eastern side of U.S. Highway 276 near Marietta, South Carolina and being shown as 9.4 acres on a plat of survey prepared by W. R. Williams, Jr., dated February 24, 1984, and recorded in the RMC Office for Greenville County at Plat Book 10-k, Page 1, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin in the center of U.S. Highway 276 and running thence N. 50-03 E. 360.0 feet to an iron pin; thence N. 57-19 E. 702.2 feet to an iron pin in the center of the old G & N Railroad bed (now abandoned); thence along the center of said railroad bed S. 20-29 W. 297.3 feet to an iron pin; thence S. 28-25 W. 73.6 feet to a pin; thence S. 33-32 W. 125.9 feet to a pin; thence S. 42-00 W. 239.0 feet to an iron pin; thence S. 35-37 W. 165.5 feet to a pin; thence S. 26-46 W. 113.5 feet to a pin; thence S. 21-01 W. 123.4 feet to a pin; thence S. 15-42 W. 113.4 feet to a pin; thence S. 15-15 W. 201.8 feet to a pin; thence S. 23-00 W. 207.1 feet to a pin; thence S. 23-50 W. 182.8 feet to a iron pin in the highway; thence N. 47-32 W. 13.2 feet to a iron pin near the center of the highway; thence along center of the highway N. 5-10 E. 99.6 feet to a pin; thence N. 3-36 E. 153.4 feet; thence N. 0-42 E. 133.6 feet to a pin; thence N. 2-02 W. 133.4 feet to a pin; thence N. 4-35 W. 129.8 feet to a pin; thence N. 7-17 W. 132.0 feet to a pin; thence N. 9-39 W. 131.0 feet to a pin; thence N. 12-39 W. 113.3 feet to a iron pin at the point of beginning.

THIS conveyance is made subject to all easements, rights-of-way, covenants, roadways or other matters which may appear by examination of the public record or the premises herein.

THIS is the same property conveyed to the Mortgagor herein by deed if Irene F. Mayfield, recorded in the RMC Office for Greenville County at Deed Book 207, Page 227, on Mach i , 1984.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
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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 I 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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