STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

թա 182 MORTGAGE OF RSL KEAL PROPERTY

THIS MORTGAGE, executed the 29th day of June 19 82 by JAMES E. McCUTCHEN (hereinafter referred to as "Mortgagor") to First National Bank of South Carolina (hereinafter referred to as "Mortgagee") whose address is ... P. O. Box 2568, Greenville, South Carolina 29602

## WITNESSETH:

IN CONSIDERATION of the sum of Three Dollars (\$3.00) paid to Mortgagor by Mortgagee and in order to secure the payment of a promissory note including any renewal, extension or modification thereof (hereinafter referred to as the "Note"), dated ...jung. 29...1982......, to Mortgagee for the principal amount of .Sixteen Thousand Five Hundred and no/100ths....... Dollars, plus interest thereon and costs of collection, including attorneys' fees, and to further secure all future advances or re-advances that may subsequently be made to Mortgagor by Mortgagee evidenced by the aforesaid Note or any renewal, extension or modification thereof or evidenced by any instrument given in substitution for said Note, Mortgagor has granted, bargained, sold and released to Mortgagee and the successors and assigns of Mortgagee, and by this Mortgage does grant, bargain, sell, and release to Mortgagee and the successors and assigns of Mortgagee, all the following real property (hereinafter referred to as the "Property"):

ALL that piece, parcel or lot of land, situate, lying and being in Butler Township, Greenville County, South Carolina, being shown as Lot No. 2, on a plat of ASHETON, SHEETS ONE AND TWO, made by Piedmont Surveyors, dated September 3, 1981, recorded in the RMC Office for Greenville County, S. C., in Plat Book 8-P, pages 84 and 85, reference to which plat is hereby craved for the metes and bounds thereof.

The above property is the same conveyed to the Mortgagor by deed of Asheton, a General Partnership, to be recorded simultaneously herewith.

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TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto (all of the same being deemed part of the Property and included in any reference thereto):

TO HAVE AND TO HOLD all and singular the Property unto Mortgagee and the heirs, successors or assigns of Mortgagee forever.

MORTGAGOR covenants that Mortgagor is lawfully seized of the Property in fee simple absolute, that Mortgagor has good right and is lawfully authorized to sell, convey or encumber the same, and that the Property is free and clear of all encumbrances except as expressly provided herein. Mortgagor further covenants to warrant and forever defend all and singular the Property unto Mortgagee and the heirs, successors or assigns of Mortgagee from and against Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of Mortgagor and Mortgagee, that if Mortgagor pays or causes to be paid to Mortgagee the debt secured hereby, the estate hereby granted

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