

State of South Carolina )

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GREENVILLE Mortgage of Real Estate

County of GREENVILLE GREENVILLE CO. S.C.

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THIS MORTGAGE is dated DECEMBER 1, 1983

THE "MORTGAGOR" referred to in this Mortgage is Edgar F. Seay, Sr. and Nancy Lynn W. Seay

THE "MORTGAGEE" is BANKERS TRUST OF SOUTH CAROLINA, whose address is Bankers Trust Plaza, Greenville, S. C. 29602

THE "NOTE" is a note from Seay Enterprises, Inc.

to Mortgagee in the amount of \$135,054.04, dated December 1, 1983. The Note and any documents renewing, extending or modifying it and any notes evidencing future advances are all referred to as the "Note" and are considered to be a part of this Mortgage. The final maturity of the Note is December 1, 1988. The amount of debt secured by this Mortgage, including the outstanding amount of the Note and all Future Advances under paragraph 13 below, shall at no time exceed \$135,054.04, plus interest, attorneys' fees, and court costs incurred in collection of amounts due hereunder, and Expenditures by Mortgagee under paragraph 5 below. Interest under the Note will be deferred, accrued or capitalized, but Mortgagee shall not be required to defer, accrue or capitalize any interest except as provided in the Note.

THIS MORTGAGE is given to secure to Mortgagee the repayment of the following amounts, with interest: (a) the indebtedness evidenced by the Note; (b) any Future Advances made under paragraph 13 below; (c) Expenditures by Mortgagee under paragraph 5 below; and (d) attorneys' fees, court costs and other amounts which may be due under the Note and this Mortgage. In consideration of the above indebtedness and for other valuable consideration which Mortgagor acknowledges receiving, Mortgagor does hereby mortgage, grant and convey to Mortgagee, its successors and assigns, the following described property:

ALL that certain piece, parcel or lot of land, with all improvements thereon, situate, lying and being in Greenville County, South Carolina, at the intersection of Edwards Mill Road and East Indian Trail, being shown and designated as Lot No. 60 on plat entitled "Seven Oaks", as recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 4-R at Page 6, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the easterly side of Edwards Mill Road, joint front corner of Lots 59 and 60 and running thence with the joint line of said lots N 74-16 E 176.5 feet to an iron pin in the line of Lot 61; thence with the line of Lot 61 S 15-50 E 99.8 feet to an iron pin on the northerly side of East Indian Trail; thence with the northerly side of East Indian Trail the following courses and distances: S 46-08 W 60 feet; S 57-52 W 60 feet; S 69-37 W 60 feet; and S 75-29 W 32.5 feet; thence with the intersection of East Indian Trail and Edwards Mill Road N 48-22 W 28 feet to an iron pin on the easterly side of Edwards Mill Road; thence with the easterly side of Edwards Mill Road N 7-47 E 78.6 feet to a point; thence continuing with the easterly side of Edwards Mill Road N 4-45 W 54.7 feet to the point and place of beginning.

Being the same property conveyed to the mortgagors by deed recorded in Deed Book 1156 at Page 11 on September 30, 1981.

This is a second mortgage, junior in lien to mortgage of Eugene H. Bishop and Louise K. Bishop in favor of Fidelity Federal Savings and Loan Association (now American Federal) recorded March 28, 1980 in mortgage book 1499 at page 277 in the original sum of \$67,000.00 which mortgage was assumed by the above mortgagors.

It is agreed that default in the terms of this instrument will automatically occasion and result in default in the terms of any other legal document executed by the mortgagors in favor of the mortgagee in conjunction with the above loan.

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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);

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