

THE STATE OF SOUTH CAROLINA, }

COUNTY of Greenville }

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, J. Henry Seaborn, of said County and State

SEND GREETINGS:

WHEREAS, I, the mortgagor, hereinabove namedin and by my certain promissory note in writing, of even date with these presents, am well and truly indebted to the mortgagee, hereinafter named, Piedmont Lumber Companyin the full and just sum of Three hundred and eighty-six dollars and twenty-six cents (\$386.26) DOLLARS, to be paid in installments of not less than one hundred dollars each on or before the first day of December in every year hereafter, beginning with the year 1924, until paid in fullwith interest thereon from this date at the rate of eight per cent. per annum, to be computed and paid annually until paid in full; all interest not paid when due to bear interest at same rate as principal; and if any portion of principal or interest be at any time past due unpaid, then the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, who may sue thereon and foreclose this mortgage; said note further providing for an attorney's fee of fifty dollars (\$50.00)

besides all costs and expenses of collection, to be added to the amount due on said note to be collectible as a part thereof, if the same be placed in the hands of an attorney for collection, or if said debt, or any part thereof, be collected by an attorney, or by legal proceedings of any kind or if any part of the money due on said note be not paid when due (all of which is secured under this mortgage), as in and by the said note, reference being thereunto had, will more fully appear.

NOW, KNOW ALL MEN, That I, the said mortgagor,in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the mortgagee, hereinabove named, according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me the said mortgagor, in hand well and truly paid by the said mortgagee,

at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said

Piedmont Lumber Company and its successors and assigns, all those two certain pieces, parcels or tracts of land situate, lying and being in the State of South Carolina and County of Greenville, 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, described respectively as follows, to-wit:-

(1) That tract containing Nineteen acres, bounded by lands belonging to the children of William Cason (formerly belonging to the estate of W.A. Pepper, deceased) Charles C. Brown and Jeff-Mayfield; this being the same tract of land conveyed to me, the said J. Henry Seaborn by Julius H. Heyward by deed bearing date the fifth day of January 1904, and recorded in the office of the Register of Mesne Conveyances for said County and State on the twelfth day of February 1904, in Book "LLL" of Deeds, at page 359; this being the twenty acre tract known as tract No. 4 on the plat of W.A. Hudson, dated January 8, 1898, except for one acre thereof which was conveyed by Julius H. Heyward to Jeff Mayfield by deed bearing date the fifth day of January 1904, and recorded in said office on the eighth day of January 1904, in Book "LLL" at page 215; thus leaving nineteen acres in this tract as above stated.

(2) That tract having the following metes and bounds according to a plat thereof made by John-M. Cureton, bearing date the third day of April, 1905 and recorded in said office on the eighth day of May, 1908, in Plat Book "A" at page 243, to-wit:- Beginning at a stake on the South-east side of the old Grove Road, on corner of lot of land belonging to Jeff Mayfield, and running thence along said Mayfield's line S. 71-1/3° E. 23.25 chains to a stone 3xnm; thence N. 62-1/2° E. 9.43 chains to a stone 3xom; thence N. 71-1/3° W. 38.50 chs. to a sassafras 3xom on the last mentioned road; thence along said road in a general south-westerly direction to the beginning corner, containing Twenty-three acres, more or less, adjoining lands of Jeff-Mayfield and Alex L. Seaborn; this being a portion of a tract of land containing forty-eight acres, more or less, conveyed to Jeff Mayfield and myself (an undivided one-half interest to each) by Julius H. Heyward by two deeds bearing date the fifteenth and sixteenth days of January 1905, respectively and recorded in said office on the nineteenth day of May, 1908, in Book "WWW", of Deeds, at pages 642 and 643 respectively; said tract of land having been subsequently partitioned by the said Jeff Mayfield and myself by mutual deeds; the deed from the said Jeff Mayfield to me covering the twenty-three acre tract above described, bearing date the first day of January 1910, and recorded in said office on the fifth day of January 1910, in Book No. 5 of Deeds, at page 379.

This is a fifth mortgage on said premises, being junior and subordinate to four other mortgages as follows:

(1) A mortgage for \$700.00 to W.A. Smoot, Executor and Trustee, dated January 12, 1916, and recorded in said office in Book 44, at page 140, now belonging to L.O. Patterson, Trustee for R.H. and W.P. White.

(2) A mortgage for \$550.00 to L.O. Patterson, dated January 12, 1916 and recorded in said office in Book 44, at page 147, now belonging to Mrs. Andrea C. Patterson, Trustee.

(3) A mortgage for \$28.27 to L.O. Patterson, dated June 8, 1920, and recorded in said office in Book 31, page 136.

(4) A mortgage for \$350.00 to Mrs. Andrea C. Patterson, Trustee, dated February 12, 1921, and recorded in said office in Book 87, at page 46.

There is no other lien or encumbrance on said land by mortgage, judgment or otherwise, except as hereinabove specified.