

AFFIDAVIT  
FILED *JJ*

BOOK 1262 PAGE 05

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

FILED  
GREENVILLE CO. S. C. MORTGAGE OF REAL ESTATE  
TO ALL WHOM THESE PRESENTS MAY CONCERN

Dec 28 11 31 AM '72

WHEREAS, I, Marion R. Cook, Sr., and ELIZABETH RIDDLE  
R.M.C.

(hereinafter referred to as Mortgagor) (H&W) and truly indebted unto

James T. Finley, Jr.

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are in-  
corporated herein by reference, in the sum of **Seventeen Hundred Fifty and No/100**-----

----- Dollars (\$ 1,750.00 ) due and payable  
Eight Hundred Seventy-Five and No/100 (\$875.00) Dollars on December 28, 1973,  
and Eight Hundred Seventy-Five and No/100 (\$875.00) Dollars on December 28,  
1974

with interest thereon from date at the rate of seven (7%) per centum per annum, to be paid: annually

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 Mortgagee at any time for advances made to or for his account  
by the Mortgagee, 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 Mortgagee, 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, being known and designated as Unit No. 3-Q  
of Town Park of Greenville, S. C., Horizontal Property Regime as is more fully  
described in Master Deed dated June 5, 1970, and recorded in the R. M. C. Office  
for Greenville County in Deed Vol. 891 at Page 243, as amended by amendment to  
Master Deed recorded in the R. M. C. Office for Greenville County on July 15, 1971,  
in Deed Vol. 920 at Page 305, and survey and plot plans recorded in Plat Book 4-G  
at Pages 173, 175 and 177.

It is understood and agreed that this mortgage is junior in lien to that certain  
mortgage executed by the mortgagor to First Federal Savings and Loan Association  
of Greenville in the original sum of \$15,750.00, recorded in Mortgage Book 1175  
at Page 527.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or apper-  
taining, and 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 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 Mortgagee  
forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.