

AFFIDAVIT
FILED *Rme*

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE, CO. S. C.
JUN 11 10 51 AM '73
DONNIE S. TANKERSLEY
R.M.C.
MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

BOOK 1277 PAGE 249

WHEREAS, R. J. Walker, R. M. Evins & T. L. Jackson

(hereinafter referred to as Mortgagor) is well and truly indebted unto Benny T. Conner

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of

thirteen thousand eight hundred sixty and no/100-----Dollars (\$ 13,860.00) due and payable

with interest thereon from June 1, 1973 at the rate of 8% 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 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, Greenville Township, just outside the corporate limits of the City of Greenville on the northwestern side of Rutherford Street, said lots being shown and designated as Lots #10 and #11 of Block B as shown on plat of Park Place, which is recorded in the RMC Office for Greenville County in Plat Book A, at Page 119, and have the following metes and bounds, to-wit:

Beginning at a stake on the northwestern side of Rutherford Street at the corner of Lots #11 and #12 and running thence along a joint line of said Lots N63-45W 150 feet to a stake on a 10-foot alley; thence along said alley N26-05E 100 feet to a stake at the corner of Lot #9; thence with the joint line of Lots #9 and #10 S63-45E 150 feet to a stake on the northwestern side of Rutherford Street; thence along said Rutherford Street S26-05W 100 feet to the beginning corner.

Lot #10, described above, is the identical piece of property conveyed to Bennie T. Conner by deed dated January 16, 1945, and recorded in Deed Book 271 at Page 178.

Lot #11, as described above, is the identical piece of property conveyed to Bennie Conner by deed dated August 20, 1934, and recorded in RMC Office for Greenville County Deed Book Volume 167, Page 309.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, 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.