

AFFIDAVIT

FILED **MORTGAGE OF REAL ESTATE** - Offices of **Leather, Walker, Todd & Mann, Attorneys at Law, Greenville, S. C.**

BOOK **1267** PAGE **87**

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREENVILLE, CO. S. C.

MORTGAGE OF REAL ESTATE

Feb 15 4 58 PM '73

TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. TANKERSLEY
R.H.C.

~~WHEREAS~~ **Gaile L. Patrick** (hereinafter referred to as Mortgagor)

WHEREAS, Pat-Chem, Inc.

(hereinafter referred to as Mortgagor) is well and truly indebted unto **The Peoples National Bank, Greenville, S. C.**

the promissory Note of **Pat-Chem, Inc.**, dated

August 20, 1971

(hereinafter referred to as Mortgagee) as evidenced by ~~the promissory note of Pat-Chem, Inc., dated August 20, 1971, the terms of which are incorporated herein by reference, in the sum of~~

One Hundred Twenty-five Thousand and No/100

Dollars (\$125,000.00) due and payable

according to the terms of the aforesaid note

with interest thereon from **Aug. 20, 1971** at the rate of **7 1/2** per centum per annum, to be paid: monthly

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, City of Greenville**, and being known as **Lot 410, Section D of Gower Estates**, as shown on a plat thereof recorded in the RMC Office for **Greenville County, South Carolina in Plat Book RR, pages 192 and 193**, and having, according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of **Pimlico Ct.** at the joint front corner of **Lots 409 and 410** and thence with the joint line of said lots **S. 64-04 W. 201.8 ft.** to an iron pin at the joint rear corner of **Lots 409 and 410**; thence **N. 12-44 W. 180 ft.** to an iron pin at the joint rear corner of **Lots 410 and 411**; thence with the joint line of said lots **410 and 411 N. 71-24 E. 281.6 ft.** to an iron pin on the western side of **Pimlico Ct.**; thence with the curve of said **Pimlico Ct.** the chords of which are **S. 17- 54 E. 52.6 ft., S. 23-28 W. 34 ft., S. 43-20 W. 41 ft., S. 38-54 W. 41 ft., and S. 6-12 E. 35 ft.** to an iron pin, the point of Beginning.

The within mortgage represents a second mortgage on the above described property, junior in rank to that certain mortgage to **Carolina Federal Savings and Loan Association** dated **February 13, 1973** recorded in the RMC Office for **Greenville County, South Carolina**, in **Mortgage Book 1266** at **Page 565**.

It is understood that the within mortgage is given as substituted collateral for that certain mortgage to the **Peoples National Bank** dated **August 20, 1971**, recorded in the RMC Office for **Greenville County, South Carolina** in **Mortgage Book 1204, Page 569** which mortgage is to be released.

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.