AFFIDAVIT!

STATE OF SOUTH CAROLINA COUNTY OF Greenville

9- MAR 27 1973 DE 12
DONNIES, TANKERTLEY
R. M. C.
TO

800x 1270 PAGE 753

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN.

WHEREAS, I. Bobby L. Smith and/or Margaret Smith

(hereinafter referred to as Mortgagor) is well and truly indebted unto

Termplan, Inc.

(hereinalter 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

Four thousand, five hundred and oo/100

Dollars (\$ 14,500.00 ) due and payable

with interest thereon from March 9, 1973 at the rate of eight (8)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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, 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

ALL that certain piece, parcel or lot of land in Greenville County, State of South Carolina, being shown as Lot #h, Echols Drive, on plat of property of Elizabeth E. Voyles, recorded in Plat Book "Y" at Page 73, in the R.M.C. Office for Greenville County, and being rore particularly described as follows:

BEGINNING at an iron pin on the northern side of Echols Drive, joint front corner of Lots #3 and #4, said iron pin being 386.8 feet to the east of the intersection of Echols Drive and Augusta Road and running thence N. 68-18 E. 100 feet to an iron pin: thence N. 21-42 W. 115 feet to an iron pin; thence S. 68-18 W. 100 feet to an iron pin, joint rear corner of Lots #3 and #4; thence S. 21-42 E. 115 feet to an iron pin, joint front corner of Lots #3 and #4, the point of beginning.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the reats, 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 fuxtures 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 evenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, if it is na 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 Mortgagor forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.