

① AFFIDAVIT
FILED *5/26*

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

FILED
GREENVILLE CO. S.C.

JAN 26 3 30 PM '73
DONNIE S. TANKERSLEY
R.M.C.

BOOK 1282 PAGE 617
BOOK 35 PAGE 407

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, *Bennie H. Attaway and Alice P. Attaway*

(hereinafter referred to as Mortgagor) is well and truly indebted unto CN Mortgages, Inc., 200 Camperdown Building, Greenville, South Carolina

(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 **Five Thousand Four Hundred and No/100 dollars-**

5,400.00

Dollars (\$) due and payable

In sixty (60) months from the date hereof.

RECORDING FEE
1.00

16902

The conveyance described in the Deed of Trust is as follows:
paid The Citizens and Southern Corporation, as Trustee for the Chemung, First National City Bank of New York, hereby dated as the 2nd mortgage date,
and the fee thereof charged.

At the hand of the authorized trustee of the 2nd mortgage and the date
rate September, at Charleston, South Carolina on the *15th day of October*,
1975.

The Citizens and Southern Corporation,
Trustee for the Chemung,
First National City Bank of New York,
in its corporate name,
by *G. G. McElroy*, Asst. Secy.

FILED
GREENVILLE CO. S.C.

JAN 2 10 19 EH '76

DONNIE S. TANKERSLEY
R.M.C.

*Kathy P. Cleary
Loral A. Hendon*

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 installed, 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.

4328 RV-25