

AFFIDAVIT FILED
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
REGULATION NO. 112
COMPLIED WITH
11/20

GREENVILLE, S. C. MORTGAGE OF REAL ESTATE
DEC 29 3 56 PM '72
ELIZABETH RIDDLE
R.M.C.

BOOK 1262 PAGE 159

WHEREAS, James M. and Gloria A. Hendershot

(hereinafter referred to as Mortgagor) is well and truly indebted unto Claude D. Brown

(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, Three Hundred and 00/100----- Dollars (\$ 13,300.00) due and payable

in two (2) annual installments as follows: \$6,650.00 payable not sooner than January 10, 1973 & not later than November 30, 1973. \$6,650.00 payable not sooner than January 10, 1974 & not later than November 30, 1974. (It is agreed and understood that subsequent to the first annual installment payable between Jan. 10, '73 & Nov. 30, 1973, mortgagee agrees to subordinate the lien of the within mortgage* with interest thereon from date at the rate of Six per centum per annum, to be paid on the unpaid balance at time of and in addition to principal payment set forth above.

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 place, 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, Near Simpsonville, S. C., and shown as 17.10 Acres on a Plat entitled "Property of James M. and Gloria J. Hendershot, which Plat is recorded in the R.M.C. Office for Greenville County in Plat Book 410, Page 122, to which Plat is hereby incorporated for amore particular description.

This is the same property conveyed to the mortgagors by deed of Claude D. Brown, to be recorded of even date herewith.

* on not more than five (5) acres, should mortgagors desire to construct a residence on said five (5) acres, and in order to allow the said mortgagors to obtain construction money therefor.)

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