

AFFIDAVIT
FILED *R.M.*

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C. MORTGAGE OF REAL ESTATE

BOOK 1264 PAGE 367

JAN 23 3 51 PM '73

TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. TANKERSLEY
R.H.C.

WHEREAS, I, Marion E. Weston

(hereinafter referred to as Mortgagor) is well and truly indebted unto Peoples National Bank of Greenville,
its successors and assigns forever,

(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

Three Thousand Five Hundred and no/100

Dollars (\$ 3,500.00) due and payable

ON DEMAND to secure indebtedness of Mod-Structs, Inc.

with interest thereon from date at the rate of Eight (8%) per centum per annum, to be paid: Quarterly

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, in O'Neal Township, near Milford Church, lying on the north side of Milford-Double Springs Road, being bounded on the north by lands of J. A. and Fannie May Kirby, on the east by other lands of myself, on the south by the said road and on the west by lot conveyed to the deacons of Milford Baptist Church and lands now or formerly belonging to A. B. Groce Estate, and being part of the same land conveyed to E. P. Rollins by L. Marchant Jones December 4, 1947, and recorded in the R. M. C. Office for Greenville County in Deed Book 333 at page 238 and having the following courses and distances:

BEGINNING at an iron pin in the south ditch of the said road, joint corner of lot deeded to Milford Baptist Church and runs thence with said road N. 86-00 E. 59.5 feet to a stone on the south bank of the road, joint corner of church old lot, thence continuing with road N. 81-30 E. 216.5 feet to an iron pin on the Kirby line, thence with Kirby line N. 48-15 W. 55.5 feet to a pine 3x, joint corner of Groce land, thence with Groce line and up the branch, Groce corner, thence with Groce line Due South 198 feet to a stone, Groce corner, thence continuing with Groce line S. 3-45 W. 178 feet to an iron pin on the Groce line a joint corner of lot conveyed to the Milford Baptist Church, thence with the Church lot line and with a community road N. 86-00 E. 188 feet to an iron pin on the South side of the said road, thence with another line of the church lot S. 5-15 W. 30h feet to the beginning corner and containing Ten (10) acres more or less.

This conveyance is junior to Mortgage conveyed to Paul Davis by the within Mortgagor being duly recorded in Mortgage Book 1149 at page 19 in the R. M. C. for Greenville County.

Together with all and singular rights, members, hereditaments, 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.