

AFFIDAVIT
FILED P/nc

FILED
GREENVILLE: CO. S. C.

MAY 3 3 07 PM '73

BOOK 1274 PAGE 469

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

DONNIE S. TANKERSLEY MORTGAGE OF REAL ESTATE
R.M.C. TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, T. B. HENRY AND SUE W. HENRY

(hereinafter referred to as Mortgagor) is well and truly indebted unto FIRST PIEDMONT BANK AND TRUST CO.

(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 -----

FIFTY THOUSAND AND NO/100THS-----Dollars (\$ 50,000.00--) due and payable

AS SET FORTH IN SAID NOTE,

with interest thereon from DATE 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 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, on the Old Pelham Road and having, according to a plat prepared by Robert Jordan, LS, in September, 1967, recorded in Plat Book RRR at Page 153, the following courses and distances, to-wit:

BEGINNING at a point in the center line of Old Pelham Road, on the line of Fred Hudson's property, and running thence along the line of Grantor S. 5-02 E. 676 feet to an iron pin; thence along the line of Grantor N. 51-00 W. 527.4 feet to an iron pin; thence continuing along line of Grantor N. 35-45 W. 317.4 feet to an iron pin, center line of Old Pelham Road; thence along the center line of Old Pelham Road S. 73-36 E. 379.4 feet to point in the road; thence N. 67-39 E. 123 feet to point in road; thence N. 21-59 E. 155.6 feet to the beginning corner, being the same property conveyed to the Mortgagors by the deed dated September 12, 1967, recorded in the RMC Office for Greenville County in Deed Book 828 at Page 276.

THIS Mortgage is junior in rank to that certain Mortgage given by the Mortgagors to Fidelity Federal Savings and Loan Association.

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.