AFFIDAVIT GREENVILLE CO. S. C. FILED MORTGAGE OF REAL ESTATE-Frepared by RILEY AND RILEY, Attorneys at Law, Greenville, S. C. d ket Z 23 F!! '7? STATE OF SOUTH CAROLINA . TANGERSLEY

GREENVILLE

JR.M.C.

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

EUGENE V. ROSENAU, ERNESTINE ROSENAU AND DOUGLAS E. ROSENAU WHEREAS,

(hereinafter referred to as Mortgagor) is well and truly indebted unto SHELLEY REALTY & CONSTRUCTION CO., INC.

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are in-FOUR THOUSAND AND NO/100THS----

___ Dollars (\$ 4,000.00) due and payable

90 days after date

NAME AND ASSOCIATION OF THE PROPERTY OF THE PR

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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 Mortgagee at and before the scaling and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, self 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, in the City of Greenville, being known and designated as Lot No. 6 on plat of KENDAL GREEN Subdivision, as shown on plat thereof recorded in the R. M. C. Office for Greenville County in Plat Book XX at page 115; said lot having a frontage of 85 feet on the southwestern side of Kendal Green Drive, a depth of 169.6 feet on the northwestern side, a depth of 173 feet on the southeastern side and a rear width of 85.05 feet.

This mortgage is second and junior in lien to that certain mortgage in favor of Aiken Loan and Security Company, assigned to Liberty National Life Insurance Company, in the original amount of \$15,200.00, recorded August 30, 1963, in REM Volume 930 at page 565.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or apper-taining, 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 bereinshore 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 whensoever lawfully claiming the same or any part thereof.