

AFFIDAVIT
FILED *R. M.*

BOOK 1263 PAGE 245

Notary, Deputy, Dallas, Texas, Notary Public, State of Texas, P. O. Box 1000, Greenville, S. C. 29602

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
MORTGAGE OF REAL ESTATE
(CORPORATION)

ALL THESE THINGS PRESENTS MAY CONCERN:

WHEREAS, Greenville County Sewer Authority, a body politic and existing under the laws of the State of South Carolina (hereinafter referred to as Mortgagee) is well and truly indebted unto J. R. Cleveland, his heirs and assigns forever:

(hereinafter referred to as Mortgage) as evidenced by the Mortgagee's promissory note of even date herewith, in the sum of: **Thirty Five Thousand One Hundred and Seventy-Five..... (\$35,175.00)...** Dollars
(XXXXXXXXXX) due and payable as provided for under the terms and conditions of said note, which are incorporated herein by reference and made a part hereof as though they set forth herein, with interest thereon from date at the rate of **SIX** per centum per annum, to be paid as provided for in said note; and

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 and tract of land consisting of 46.9 acres with all improvements thereon situate, lying and being on Grove Creek and located to the North of the Waycross-Rehobeth Road in the County of Greenville, State of South Carolina, being shown and designated on a survey for Greenville County Sewer Authority-Grove Creek Treatment Facility-made by Piedmont Engineers & Architects, Greenville, South Carolina on December 15, 1972, reference to said plat and survey being herewith made for a more particular description of the property covered by this mortgage.

This being the same property conveyed by the mortgagee to the mortgagor by deed of even date to be recorded herewith.

The undersigned mortgagor reserves the right to have released from the lien of this mortgage from time to time upon request in due form of law all or certain portions and/or acreage covered by the within mortgage on the basis of One Thousand (\$1,000.00) Dollars per acre or any portion of an acre actually released, said releases to be in the manner set forth in the contract of sale between the parties by appropriate substitution of collateral as set forth under the terms and conditions of the Contract of Sale and the agreements of the parties relating to the said property.

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.