

AFFIDAVIT
FILED

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

FILED
GREENVILLE (CO. S. O.)

JAN 17 3 57 PM '73

TO ALL WHOM THESE PRESENTS MAY CONCERN:
DONNIE S. TANKERSLEY
R.M.C.

BOOK 1264 PAGE 3

MORTGAGE OF REAL ESTATE

WHEREAS, MILLARD H. LEE

(hereinafter referred to as Mortgagor) is well and truly indebted unto BANK OF TRAVELERS REST

(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 Two Thousand Five Hundred and No/100-----

-----Dollars (\$ 2,500.00) due and payable

one (1) year from date hereof.

with interest thereon from date at the rate of Eight (8%) per centum per annum, to be paid: semi-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, Saluda Township, near the Buncombe Road, known as Highway #25, and known as a part of tract No. 2 of the Leighton Goodwin land, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin, corner of lands now or formerly belonging to J. M. Young, and running thence S. 21-30 W. 1670 feet to Lewis Cox's corner; thence with his line, N. 74-30 W. 560 feet to a stone; thence S. 83 W. 221 feet to a stone; thence S. 30 feet to a branch; thence down, and with the meanderings of said branch as a line to another branch; thence N. 9 E. 125 feet to a four trunk sweet gum in old road; thence N. 46½ E. 170 feet to a bend; thence N. 48 E. 205 feet to a bend; thence N. 45 ¾ E. 133 feet to a bend; thence N. 53 E. 165 feet to a bend; thence N. 38 E. 210 feet to a bend; thence N. 77½ E. 60 feet to a bend; thence N. 84½ E. 245 feet to a bend; thence N. 39 E. 67 feet to a bend; thence S. 56 E. 115 feet to a bend; thence S. 83½ E. 155 feet to a bend; thence N. 88 E. 125 feet to a bend; thence S. 74½ E. 110 feet to a bend; thence S. 51½ E. 165 feet to a bend; thence S. 20 ¾ E. 100 feet to a bend; thence S. 44 E. 185 feet to a bend; thence S. 75 E. 95 feet to a bend; thence S. 64 E. 75 feet to a bend; thence S. 46½ E. 99 feet to a bend; thence S. 83½ E. 100 feet to a bend; thence N. 76 E. 125 feet to a bend; thence N. 66 ¾ E. 75 feet to a bend; thence N. 41½ E. 70 feet to a bend; thence N. 88½ E. 67 feet to a bend; thence N. 53 ½ E. 62 feet to a bend; thence N. 75½ E. 145 feet to a bend; thence S. 83½ E. 64 feet to a bend; thence S. 52½ E. 20 feet to a stone; thence N. 80-45 E. to a stone; thence S. 75 E. 165 feet to the beginning corner. Containing 102.04 acres, more or less.

Less, however, approximately 95 acres, more or less, conveyed to Joseph G. French and Dorothy L. French by the Mortgagor on December 9, 1965, and recorded in the RMC Office for Greenville County in Deed Book 788, Page 417.

The property conveyed containing approximately 5 acres, appears in the Block Book Office for Greenville County as Sheet 661.3, Block 1, Lot 2.

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.