

AFFIDAVIT
FILED R.M.C.

MORTGAGE OF REAL ESTATE—Offices of Leatherwood, Walker, Todd & Mann, Attorneys at Law, Greenville, S. C.

BOOK 1267 PAGE 143

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREENVILLE, S. C.
FILED
AUG 15 4 15 PM '73
DONNIE S. TANKERSLEY
R.M.C.

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

WHEREAS, Dan E. Bruce

(hereinafter referred to as Mortgagor) is well and truly indebted unto

First Piedmont Bank and Trust Company

(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 Eighty Thousand and No/100ths

Dollars (\$ 80,000.00) due and payable

on demand; with interest thereon

~~with interest thereon~~ ~~at the rate of~~ ~~per annum~~
at the rate of and according to the terms of said note or notes.

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 Greenville Township, situate, lying and being on the western side of U. S. Highway 25 near the City of Greenville and being known and designated as Lot No. 24, Block Two of Newlands, as shown on plat recorded in the RMC Office for Greenville County in Plat Book C, page 199, and a lot lying between said Lot 24 and U. S. Highway 24, all being shown on a plat of property of James R. Mann dated December 19, 1960, and recorded in the RMC Office for Greenville County in Plat Book CCC, page 191, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwestern corner of the intersection of U. S. Highway 25 and Ellendale Avenue and running thence along Ellendale Avenue S. 83-15 W. 85.6 feet to an iron pin; thence still with Ellendale Avenue, N. 59-45 W. 170.0 feet to an iron pin at the corner of Lot No. 25 of Newlands; thence along the line of said Lot 25, N. 4-20 W. 41.5 feet to an iron pin at the joint corner of Lots Nos. 23 and 24 of Newlands; thence N. 85-40 E. 223.6 feet to an iron pin on the western side of U. S. Highway 25; thence along U. S. Highway 25, S. 4-30 E. 136.3 feet to the beginning corner.

The within mortgage is understood and agreed to be equal in priority to that certain mortgage of Dan E. Bruce and James E. Jones, Jr. to First Piedmont Bank and Trust Company of even date herewith which is to be recorded in the RMC Office for Greenville County.

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.

SATISFIED AND CANCELLED OF RECORD

19 DAY OF July 1973
Donnie S. Tankersley
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 12:24 O'CLOCK P. M. NO. 1975

FOR SATISFACTION TO THIS MORTGAGE SEE
SATISFACTION BOOK 17 PAGE 683