

AFFIDAVIT
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MORTGAGE OF REAL ESTATE—Offices of WILKINSON & WALKER, Attorneys at Law, Greenville, S. C.

BOOK 1267 PAGE 147

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREENVILLE CO. S. C.
FEB 16 10 45 AM '73
DONNIE S. TANKERSLEY
R.M.C.

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

WHEREAS, KENNETH E. WALKER and RURY L. WALKER

(hereinafter referred to as Mortgagor) is well and truly indebted unto THE CITIZENS & SOUTHERN NATIONAL BANK OF SOUTH CAROLINA

(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

ONE HUNDRED THOUSAND Dollars (\$ 100,000.00) due and payable one year from date

with interest thereon from date at the rate of ten (10%) 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, being known and designated as Lot 43 on plat entitled Kingsgate by Piedmont Engineers and Architects, recorded in the RMC Office for Greenville County in plat book WWWW page 44, and having according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin on the northern side of Kenilworth Drive, the joint front corner of Lots 42 and 43, and running thence with the common line of said lots N. 16-52 W. 196.3 feet to an iron pin on or near a creek; thence with the creek as the line N. 69-40 E. 128.2 feet to an iron pin at the joint rear corner of Lots 43 and 44; thence with the common line of Lots 43 and 44, S. 16-00 E. 201.1 feet to an iron pin on the northern side of Kenilworth Drive; thence with the northern side of said drive N. 73-45 E. 92.1 feet; thence continuing N. 66-12 E. 32.9 feet to an iron pin the point of beginning.

This mortgage is junior in lien to (1) that certain mortgage given to Greer Federal Savings & Loan Association in the original amount of \$29,400.00 recorded April 21, 1971 in vol. 1187 at page 437 of the RMC Office for Greenville County, S. C. (2) that certain mortgage given by mortgagor to The Citizens & Southern National Bank of South Carolina in the original amount of \$100,000.00 recorded in vol. 1236 page 23 of the RMC office for Greenville County, S. C.

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.