

AFFIDAVIT  
FILED *Rmc*

MORTGAGE OF REAL ESTATE--Prepared by Rainey, Fant & McKay, Attorneys at Law, Greenville, S. C.

McKay

BOOK 1287 PAGE 199

FILED  
GREENVILLE CO. S. C.

The State of South Carolina,

FEB 15 11 00 AM '73

COUNTY OF GREENVILLE

DONNIE S. TANNERSLEY  
R.M.C.

To All Whom These Presents May Concern: Floyd D. Cudd

SEND GREETING:

Whereas, I, the said Floyd D. Cudd

hereinafter called the mortgagor(s) in and by my certain promissory note in writing, of even date with these presents,  
AM well and truly indebted to The South Carolina National Bank, Greenville, S.C.

hereinafter called the mortgagee(s), in the full and just sum of Eight Thousand Six Hundred Ninety

Four and No/100-----DOLLARS (\$ 8,694.00 ), to be paid

as follows: the sum of \$144.90 to be paid on the 15th day of March, 1973 and the sum of \$144.90 to be paid on the 15th day of every month of every year thereafter up to and including the 15th day of January, 1978 and the balance thereon remaining to be paid on the 15th day of February, 1978

, with interest thereon from maturity

at the rate of -----seven (7%)----- percentum per annum, to be computed and paid  
monthly until paid in full; all interest not paid when due to bear  
interest at the same rate as principal.

And if any portion of principal or interest be at any time past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, then the whole amount evidenced by said note to become immediately due at the option of the holder thereof, who may sue thereon and foreclose this mortgage; and in case said note, after its maturity should be placed in the hands of an attorney for suit or collection, or if before its maturity it should be deemed by the holder thereof necessary for the protection of its interests to place, and the holder should place, the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses including ten (10%) per cent, of the indebtedness as attorney's fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW, KNOW ALL MEN, That I, the said mortgagor(s), in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee(s) according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to me, the said mortgagor(s) in hand and truly paid by the said mortgagee(s) at and before the signing of these Presents, the receipt thereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said The South Carolina National Bank, Greenville, S. C., its successors and assigns, forever:

ALL that certain lot of land situate in Greenville Township, in the County of Greenville and the State of South Carolina, about 2½ miles west of Greenville Court House, near the Easley Bridge Road, fronting towards the west on the east side of Virginia Avenue, having a frontage of 80 feet thereon with a depth in parallel lines of 130 feet, and being known as Lot No. 65 on Plat of Highlands Subdivision for J. M. Harris, which plat is recorded in the RMC Office for Greenville, S. C. in Plat Book C, Page 146 and being the same lot conveyed to Floyd D. Cudd by deed of Charles Orr and Geneva Orr dated May 29, 1968, recorded in the RMC Office for Greenville, S. C. in Deed Book 845, Page 398.

ALSO all that certain lot of land situate in Greenville Township, in the County of Greenville and State of South Carolina, about 2½ miles west of the Greenville Court House, near the Easley Bridge Road, fronting towards the west on the east side of Virginia Avenue, having a frontage of 80 feet thereon with a depth in parallel lines of 130 feet bounded by lands now or formerly of Jones West in the rear, and being known as Lot No. 66 on Plat of Highlands Subdivision for J. M. Harris which plat is recorded in Plat Book C, Page 146 and being the same lot conveyed to Floyd D. Cudd by deed of Charles Orr and Geneva Orr dated May 29, 1968, recorded in the RMC Office for Greenville, S. C. in Deed Book 845, Page 398.