

FILED

MORTGAGE OF REAL ESTATE GREENVILLE CO. S. C. 110 Manly St., Greenville, S.C. **1288** PAGE 307

AFFIDAVIT FILED *Rme* } FEB 27 4 53 PM '73

STATE OF SOUTH CAROLINA } DONNIE S. TANKERSLEY MORTGAGE OF REAL ESTATE

COUNTY OF Greenville } R.M.C TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Thomas M. Patrick, Jr.

(hereinafter referred to as Mortgagor) is well and truly indebted unto Thomas M. Patrick, Sr.

(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 **Three Thousand** Dollars (\$ 3,000.00) due and payable on demand

with interest thereon from _____ at the rate of **8** per centum per annum, to be paid: **on demand or annually on the anniversary date of said note (19 Feb.) whichever occurs first.**

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**, known as **Lot 235 on Plat Book Fat pages 114 and 115 and being known on the Greenville County Tax Maps as Sheet 206, Block 1, Lot 34, being ON WOODHURST AVENUE, in the City of Greenville.**

This mortgage is of the same and even rank with the mortgage to Thomas M. Patrick, Sr. by Thomas M. Patrick, Jr. in the amount of \$4,000.00 recorded in the office of the RMC in REM Book - 1262 at page 521.

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 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 Mortgagee covenants that it is lawfully seized of the premises hereinafore 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 Mortgagee further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagee and all persons whomsoever lawfully claiming the same or any part thereof.