

AFFIDAVIT

FILED APR 25

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

BOOK 1271 PAGE 605

FILED
MORTGAGE OF REAL ESTATE
GREENVILLE CO. S. C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

4 25 PM '73
DONNIE S. TANKERSLEY
R.H.C.

WHEREAS, WE, Robert M. Smith and Melrie M. Smith

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank and Trust Company, its successors and assigns,

(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 Thousand, One Hundred Sixty-Six and 40/100 Dollars (\$ 1,166.40) due and payable

in twenty-four (24) monthly installments of Forty-Eight and 60/100 (\$48.60) Dollars, beginning on the first day of May, 1973, and continuing on the like date of each month thereafter until paid in full, with payment first to interest and balance to principal,

with interest thereon from date at the rate of Seven per centum per annum, to be paid: monthly

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 the Town of Fountain Inn, on the Southwestern side of Fairview Drive (Givens Street) and being shown as all of Lot 7 on Plat of property of Blake P. Garrett, prepared by Piedmont Engineering Service, February 16, 1951, which Plat is recorded in the R.M.C. Office for Greenville County in Plat Book Z, Page 140, and having, according to a recent survey, Plat of property of Robert M. and Melrie M. Smith, prepared by Piedmont Engineering Service, dated August 18, 1952, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southwestern side of Fairview Drive, at the joint front corner of Lots 6 and 7 and which point is 475 ft. Northwest of the intersection of Fairview Drive, with the Northwest side of Georgia Road, and running thence along the line of Lot 6, S. 26-23 W., 160.1 ft. to an iron pin; thence N. 63-44 W., 75.03 ft. to an iron pin at the rear corner of Lots 7 and 8; thence with the line of Lot 8, N. 26-23 E., 161.3 ft. to an iron pin on the Southwestern side of Fairview Drive; thence with the Southwestern side of said Drive, as the line, S. 63-37 E., 75.0 ft. to the point of beginning.

This is the same property conveyed to the mortgagors by deed recorded in the R.M.C. Office for Greenville County in Deed Book 970, Page 561.

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.