

AFFIDAVIT  
FILED

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

APR 16 11 57 AM '73  
DONNIE S. TANKERSLEY  
R.M.C.

MORTGAGE OF REAL ESTATE

BOOK 1272 PAGE 673

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, JACK N. PAYTON,

(hereinafter referred to as Mortgagor) is well and truly indebted unto FIRST PIEDMONT BANK & 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

Six Thousand and Fifty and 16/100 -----Dollars (\$ 6,050.16 ) due and payable

\$504.18 each three months from date until paid in full, with the right to anticipate the full amount or any part thereof on any interest-bearing date,

with interest thereon from date at the rate of 7% per centum per annum, to be paid: quarterly

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, State of South Carolina, Chick Springs Township, on the northeastern side of S. C. Highway No. 291 By-Pass, being a portion of the property shown on plat recorded in Plat Book HH, at page 133, in the RMC Office for Greenville County, and described as follows:

BEGINNING at an iron pin on the northeastern side of S. C. Highway No. 291 By-Pass, corner of property now or formerly of Sidney R. Marshall, and running thence with the northeastern side of said Highway, N. 40-27 W. 80 feet to iron pin; thence N. 4-48 E. 200 feet to iron pin; thence S. 60-21 E. 130 feet to iron pin at corner of property of Sidney R. Marshall; thence with the line of said property S. 21-40 W. 210.9 feet to the beginning corner.

This mortgage is junior to a mortgage given to John H. Stasney in the original sum of \$50,000.00 on which there is now due as of this date \$49,491.98.

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.

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.