

AFFIDAVIT
FILED *Rmc.*

FILED
GREENVILLE CO. S. C.

BOOK 1273 PAGE 729

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

APR 27 10 14 AM '73
S. FARRERSLEY
R.M.C.

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

WHEREAS, We, Charles F. Hollingsworth and Ann P. Hollingsworth

(hereinafter referred to as Mortgagor) is well and truly indebted unto W. N. Leslie, Inc.

(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

Two Thousand, Five Hundred and No/100 ----- Dollars (\$ 2,500.00) due and payable

Six Months from date

with interest thereon from date at the rate of 8 per centum per annum, to be paid: at maturity

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 No. 96 of a subdivision known as Merrifield Park, Section 3, as shown on a plat prepared by Piedmont Engineers and Architects dated June 27, 1972 and recorded in the R. M. C. Office for Greenville County in Plat Book 4 R at page 27 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of Hudson Road, joint front corners of Lots 96 and 97 and running thence with joint line of said lots, S. 39-26 E. 228.7 feet to an iron pin; thence S. 51-27 W. 120 feet to an iron pin; thence N. 34-21 W. 229.2 feet to an iron pin on the southeastern side of Hudson Road; thence running along the southeastern side of Hudson Road, N. 51-38 E. 100 feet to the point of beginning. This being a portion of the property conveyed to W. N. Leslie, Inc. by deed dated January 24, 1973 by Greenville Development Corporation, and recorded in the R. M. C. Office for Greenville County in Deed Book Volume 965 at page 525.

It is understood and agreed that this mortgage is junior in lien to that mortgage dated April 25, 1973, and given to First Federal Savings and Loan Association of Greenville.

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.