

AFIDAVIT
FILED *R.H.C.*

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

FILED
GREENVILLE CO. S. C.

BOOK 1274 PAGE 485

MORTGAGE OF REAL ESTATE

MAY 3 3 27 PM '73

TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. TANKERSLEY
R.H.C.

WHEREAS, E. N. Smith

(hereinafter referred to as Mortgagor) is well and truly indebted unto CN Mortgages, Inc., 200 Camperdown Building, Greenville, South Carolina

(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 Ten Thousand Two Hundred and No/100-----
-----Dollars (10,200.00) due and payable
monthly

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, near the City of Greenville, on the South side of Seventh Street in Section No. 4 of Judson Mills Village, being known and designated as Lot No. 26 as shown on plat of Section No. 4 of Judson Mills Village, made by Dalton & Neves, Engrs. January 1941 and recorded in the R.M.C. Office for Greenville County in Plat Book K, at pages 75 and 76 and having the following metes and bounds:

BEGINNING at an iron pin at the southwest corner of the intersection of Seventh Street and Hawkins Avenue and running thence with the south side of Seventh Street, S. 85-10 W. 79.9 feet to an iron pin on said street, joint corner of Lots Nos. 25 and 26; thence with the line of Lot No. 25, S. 1-42 E. 119.4 feet to an iron pin; thence with the rear line of Lot No. 11, N. 88-03 E. 89.9 feet to an iron pin on the west side of Hawkins Avenue; thence with the west side of Hawkins Avenue, N. 1-42 W. 109.2 feet to an iron pin; thence continuing with the curve of Hawkins Avenue, N. 46-46 W. 14.2 feet to the beginning corner.

This Mortgage Assigned to: The Citizens and Southern
Corporation Trustee

From CN Mortgages, Inc.

on 3rd day of May 19 73. Assignment recorded

in Vol. 1276 of R. E. Mortgages on Page 590

This 8th of June 19 73. # 35574

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.