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BOOK 1277 PAGE 501

MORTGAGE OF REAL ESTATE—Office of WILKINS & WILKINS, Attorneys at Law, Greenville, S. C.

DONNIE S. TARRERSLEY  
R.M.C.

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, Warren Scoggin, Jr. and Kathryn S. Scoggin

(hereinafter referred to as Mortgagor) is well and truly indebted unto Union Oil Company of California

(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 ----- Dollars (\$ 6,000.00) <sup>due & payable:</sup> ~~XXXXXXXXXXXX~~  
at the rate of  $\frac{1}{2}$ ¢ per gallon from Mortgagor's motor fuel sales with a minimum of \$75 per mo. from the date of this mortgage, and continuing until May 1, 1974 at which time the rate shall be  $\frac{3}{4}$ ¢ per gallon with a minimum payment of \$100 per mo. & continuing at that rate until both the principal and interest is paid in full,  
with interest thereon from date at the rate of 8% per centum per annum, to be paid: monthly on the last day of each month hereafter.

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. 72 on a plat of "Addition to Knollwood Heights, Section 3" prepared by Piedmont Engineers and Architects, and recorded in the RMC Office for Greenville County, South Carolina, in plat book WWW at page 6, and having according to said plat, the following metes and bounds, to-wit:

Beginning at a point on the northeastern edge of Devon Drive and running thence along a line of Lot 73 N. 72-50 W. 164.8 feet to a point; thence N. 17-10 W. 110 feet to a point; thence along a line of Lot 71, S. 72-50 W. 164.8 feet to a point on the northwestern edge of Devon Drive; thence S. 17-10 E. 110 feet to the beginning corner.

This mortgage is junior in lien to a mortgage given by mortgagors to First Federal Savings and Loan Association in the original amount of \$26,000 recorded Nov. 29, 1971 in mortgage vol. 1215 page 29 of the RMC Office for Greenville County, S. C.

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 whatsoever lawfully claiming the same or any part thereof.