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GREENVILLE CO. S. C.

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BOOK 1278 PAGE 411

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

GONNIE S. TANKERSLEY  
R.H.C.

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

WHEREAS, T. C. Hamby

(hereinafter referred to as Mortgagor) is well and truly indebted unto

Southern 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 Five Thousand, Six Hundred and No/100-----

-----Dollars (\$ 5,600.00 ) due and payable  
One Hundred Seven and 17/100 (\$107.17) Dollars on July 15, 1973, and One Hundred  
Seven and 17/100 (\$107.17) Dollars on the 15th day of each and every succeeding month  
thereafter until paid in full

with interest thereon from \_\_\_\_\_ date \_\_\_\_\_ at the rate of \_\_\_\_\_ specified in said note  
~~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, containing 2.74 acres, more or less, lying on the eastern side of a dirt road leading north from Dalton Road, being shown and designated as Lot No. 3 on a plat of Property of John B. Gwynn made by J. R. McClure, R. L. S., dated October 2, 1970, described as follows:

BEGINNING at an iron pin on the eastern side of said dirt road at the joint front corner of Lots 3 and 3-A, and running thence along said joint line, S. 81-02 E. 400 feet to an iron pin in the line of Lot 9; thence with the line of Lot 9, S. 22-28 W. 287.0 feet to an iron pin; thence along the rear lines of Lots 1, 1-A and 1-B, N. 88-46 W. 395.55 feet to an iron pin on the eastern side of said dirt road; thence along the eastern side of said dirt road, N. 18-55 E. 337.45 feet to an iron pin, the point of beginning; being the same conveyed to me by Spelts & Hayes Furniture Company, Inc. by deed dated May 21, 1973, and recorded in the R.M.C. Office for Greenville County in Deed Vol. \_\_\_\_\_ at Page \_\_\_\_\_

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.