

AFFIDAVIT
FILED
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.

JUN 15 2 30 PM '73

DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE BOOK 1281 PAGE 651

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JOHN HAWKES, ALICE HAWKES, AND JAMES R. HAWKES

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

(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 Dollars (\$2,000.00) due and payable

in sixty installments, consisting of \$38.54 each, the first installment to commence on the 12th day of August, 1973 and a like amount on the 12th day of each month thereafter until paid in full.

with interest thereon from date at the rate of five 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, being known and designated as Lot 204, on a plat of the property of Belle Meade Subdivision, recorded in Plat Book ME at Page 116 and 117 in the RMC Office for Greenville County, and having, according to a more recent survey of the property of Perry Walker Brown, made by R. W. Dalton, Engineer, dated March 8, 1957, the following metes and bounds, to wit:

Beginning at an iron pin on the northern side of Pine Creek Drive, said iron pin being 445 feet east of the intersection of Pine Creek Drive and Dorchester Boulevard at the front joint corner of Lots 203 and 204, and running thence with the line of Lot 203 N. 21-46 W. 160 feet to an iron pin; thence N. 64-45 E. 122.4 feet to an iron pin, the joint rear corner of Lots 204 and 205; thence with the line of Lot 205 S. 7-55 E. 179.8 feet to an iron pin on Pine Creek Drive; thence with the said Pine Creek Drive S. 74-08 W. 80 feet to the beginning corner.

LEATHERWOOD, WALKER, TODD & MANN

I hereby sell, transfer, and assign to John L. Sloan, all of my interest in this Mortgage and in the Note that is secured hereby.

RECORDING FEE
PAID \$ 25

Sworn to and subscribed before me, this date May 8, 1973
James MacFarlane
NOTARY PUBLIC
My Commission Expires
October 15, 1979

witness
Emily J. Gitcher

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.