

AFFIDAVIT
FILED

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JOE F. THOMASON

(hereinafter referred to as Mortgagor) is well and truly indebted unto FIRST NATIONAL BANK AND TRUST COMPANY OF AUGUSTA

(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 One Hundred Seventy-Three Thousand, Nine Hundred Fifty-Six and 80/100 ----- Dollars \$173,956.80 due and payable

in forty-eight (48) equal monthly installments of Three Housand Six Hundred Twenty-Four and 10/100 (\$3,624.10) beginning December 1, 1975 and on the first (1st) of each month thereafter until paid in full

with interest thereon from date at the rate of 6% per centum per annum, to be paid: On demand

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, on the northeastern side of Main Street in the Town of Fountain Inn and shown as Lot No. 2 and a 10 foot adjacent strip on a plat in the R.M.C. Office for Greenville County in Plat Book G, at page 289, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeastern side of Main Street and running thence N. 52-00 E., 130.7 feet to an iron pin; thence N. 38-00 W., 75 feet to an iron pin; thence S. 52-00 W., 130.7 feet to an iron pin on the eastern side of Main Street; thence with the side of said street S. 38-00 E., 75 feet to an iron pin at the point of beginning.

ALSO: ALL that certain lot of land, with the improvements thereon, lying, being and situate in the Town of Fountain Inn, County of Greenville, State of South Carolina, being known and designated as Lot No. 3 in accordance with Plat of C. Maude Cannon Estate, made by W. J. Riddle, dated August, 1949, and recorded in Plat Book DD, at page 40, and being more fully described in accordance with said plat, to-wit:

BEGINNING at an iron pin on the northeastern side of Main Street and running thence N. 52 E., 130.7 feet to an iron pin; thence S. 38 E., 97 feet to an iron pin; thence S 52 W., 130.7 feet to an iron pin fronting on South Main Street and running thence along the edge of said street right-of-way N. 38 W. 97 feet to iron pin, being the point of beginning.

This is the same property as conveyed to the mortgagors by deed of Real Estate Fund, Inc. recorded in Deed Book 761, page 432 at the R.M.C. Office for Greenville County.

This mortgage is subject to restrictive covenants of record and to any easements or rights-of-way affecting same.

This mortgage is second to mortgage in favor of United Federal Savings and Loan Association on which there is a balance of \$29,358.73.

The value of the above described property is \$80,000.00, resulting in the collateral effect of \$51,642.00.

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or pertaining, 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.

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