VA Forms 4-5880 (Henze Loan) August 1948, Use Optional. Servicemen's Readjustment Act (28 U.S.C.A. 694 (a)). Acceptable to RFC Mortman Co.

## SOUTH CAROLINA

## **MORTGAGE**

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE

WHEREAS:

David Willard Mahaffey

of Greenville, S. C. , hereinafter called the Mortgagor, is indebted to Fidelity Federal Savings and Loan Association, Greenville, S. C.

, a corporation organized and existing under the laws of the United States of America called Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, in the principal sum of Seven Hundred and No/100 - - - - -), with interest from date at the rate of ---- Dollars (\$ 700.00 per centum ( 4 %) per annum until paid, said principal and interest being payable at the office of Fidelity Federal Savings and Loan Association , or at such other place as the holder of the note may Greenville, South Carolina ' designate in writing delivered or mailed to the Mortgagor, in monthly installments of four and 25/100---- Dollars (\$ 4.25 ), commencing on the first day of , 1949, and continuing on the first day of each month thereafter until the principal and November interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of October , 19 69.

Now, Know All Men, that Mortgagor, in consideration of the aforesaid debt and for better securing the payment thereof to the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3) 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, assigned, and released, and by these presents does grant, bargain, sell, assign, and release unto the Mortgagee, its successors and assigns, the following-described property situated in the county of Greenville, , State of South Carolina;

All that certain piece, parcel or lot of land with the buildings and improvements thereon situate and being on the North side of Potomac Avenue in that area recently annexed to the City of Greenville, Greenville County, S. C. being shown as Lot No. 17% on plat of Pleasant Valley, made Dalton & Neves, Engineers, April 1946, revised Movember 1948, recorded in the R.M.C. Office for Greenville County, S. C. in Plat Book P, page 92 and having according to said plat and a recent survey made by R. W. Delton, Surveyor, September 26, 1949, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the North side of Potomac avenue at joint front corner of Lots 177 and 178 said pin being 370 feet East from the Northeast corner of the intersection of Potomac Avenue and Panama Avenue and running thence along the North side of Potomac Avenue N. 89-52 E. 60 feet to an iron pin; thence along the line of Lot 176 N. 0-08 W. 160 feet to an iron-pin; thence S. 89-52 W. 60 feet to an iron pin; thence along the line of Lot 178 S. 0-08 N. 160 feet to an iron pin on the North side of Potomac Avenue the beginning corner.

This mortgage is subordinate to a certain mortgage made by David Willard Mahaffey to Fidelity Federal Savings and Loan Association, dated October 19, 1949, originally in the amount of \$7,100.00 to be recorded herewith.

The parties hereto agree that any default under the prior mortgage shall constitute a default hereunder.

Together with all and singular the improvements thereon and the rights, members, hereditaments, and appurtenances to the same belonging or in anywise appertaining; all the rents, issues, and profits thereof (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are and shall be deemed to be, fixtures and a part of the realty and are a portion of the security for the indebtedness herein mentioned;