

MORTGAGE

MAY 31 11 57 AM 1955

STATE OF SOUTH CAROLINA, } ss: COUNTY OF GREENVILLE

To ALL WHOM THESE PRESENTS MAY CONCERN:

I, Cecil F. Garrett of Greenville, South Carolina, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto Fidelity Federal Savings & Loan Association

organized and existing under the laws of the United States of America, a corporation hereinafter called the 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 Six Thousand Seven Hundred and No/100 - - Dollars (\$ 6,700.00), with interest from date at the rate of four and one-half per centum (4 1/2 %) per annum until paid, said principal and interest being payable at the office of Fidelity Federal Savings & Loan Association in Greenville, S. C. or at such other place as the holder of the note may designate in writing, in monthly installments of Forty-Two and 41/100 - - Dollars (\$ 42.41), commencing on the first day of July, 19 55, and on the first day of each month thereafter until the principal and 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 June, 19 75.

Now, KNOW ALL MEN, That the 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, and released, and by these presents does grant, bargain, sell, and release unto the Mortgagee, its successors and assigns, the following-described real estate situated in the County of Greenville, State of South Carolina:

on the East side of Essex Court in the City of Greenville, being shown as Lot No. 36 on Plat of Essex Court made by Dalton & Neves in May, 1949, recorded in Plat Book W, at page 31, and being more particularly described according to Survey by J. U. Hill dated May 27, 1955, as follows:

BEGINNING at a stake on the East side of Essex Court 75 feet North from a County Road at corner of Lot No. 37, and running thence with the line of said lot, N. 86-15 E. 134.6 feet to a stake; thence N. 5-52 W. 60.04 feet to a stake at corner of Lot No. 35; thence with the line of said lot, S. 86-15 W. 132.5 feet to a stake on Essex Court; thence with the Eastern side of Essex Court, S. 3-45 E. 88 feet to the beginning corner.

The above described property is the same conveyed to the Mortgagor by Basley Lumber Company by Deed to be recorded herewith.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and equipment now or hereafter attached to or used in connection with the real estate herein described.

To HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its successors and assigns forever.

The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute, that he has good right and lawful authority to sell, convey, or encumber the same, and that the

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