First Mortgage on Real Estate

MORTGACE 9 10 AM 1839

GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

James M. Clary

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, GREENVILLE, S. C., (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 Ten Thousand and No/100 ------

DOLLARS (\$ 10,000.00), with interest thereon from date at the rate of five & three-fourths per centum per annum, said principal and interest to be repaid as therein stated, and

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 purpose:

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,

in Greenville Township, on the Southeast side of West Augusta Place Street, near the City of Greenville, known and designated as Lot No. 29 and a strip 10 feet wide, off the Northeast side of Lot No. 28, on Plat of the property of D. W. Cochran Estate recorded in the R.M.C. Office for Greenville County in Plat Book I, at pages 92 and 93, and having, according to said Plat, and a recent Survey made by A. Newton Stall, Engineer, on August 27, 1938, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southeast side of West Augusta Place Street, joint corner of Lots Nos. 29 and 30, said pin also being 470.5 feet in a Southwesterly direction from the Southeast corner of the intersection of West Augusta Place Street and Augusta Road, and running thence with the line of Lot No. 30, S. 52-04 E. 203.3 feet to an iron pin; thence S. 46-27 W. 80.9 feet to an iron pin in rear line of Lot No. 28; thence N. 52-04 W. 191.3 feet to an iron pin on the Southeast side of West Augusta Place Street; thence with said Street, N. 37-56 E. 80 feet to the beginning corner.

The above described property being the same conveyed to the Mortgagor by Deed recorded in Deed Book 323, at page 484, R.M.C. Office for Greenville County.

Together with all and singular the rights, members, hereditainents, 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 any other equipment or 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.

PMID AND SATISFIED IN FULL

THIS I G DAY OF COMMON IN G 3

FIDELITY FEDERAL SAVINGS & LOAN ASSO.

BY SECRETY-Trees.

WITNESS:

SECRETY-Trees.

