

For Release Lots A + B See Deed Book 837 Page 332 deed to Fidelity Co Inc

SAFETY

BOOK 903 PAGE 109

First Mortgage on Real Estate

FILED GREENVILLE S.C.

MORTGAGE

OCT 4 4 21 PM 1962

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

OLLIE PAUL SWORTH
N.M.O.

TO ALL WHOM THESE PRESENTS MAY CONCERN:
THOMAS P. KENNEDY & LOLA FRISBEE KENNEDY

(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

----- One Hundred Eleven Thousand and No/100 -----
DOLLARS (\$111,000.00), with interest thereon from date at the rate of 5 3/4

per centum per annum, said principal and interest to be repaid in monthly instalments of Nine Hundred Twenty-One and 78/100 Dollars (\$ 921.78) each on the first day of each month hereafter until the principal and interest are fully paid; each payment to be applied first to payment of interest and then to payment of principal, 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, including advances made by the Mortgagee on other or no security:

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 northwestern side of Wade Hampton Boulevard (U.S. Highway 29), being shown as Tract No.1 on a survey made for R. M. Caine by Piedmont Engineering Service, recorded in Plat Book XX at Page 39, and described as follows:

"BEGINNING at an iron pin on the northwestern side of Wade Hampton Boulevard, 376 feet southwest from the intersection of Wade Hampton Boulevard and Beverly Lane, and running thence N. 37-34 W. 98.7 feet to iron pin; thence N. 22-10 E. 29.7 feet to iron pin; thence N. 4-11 E. 31.8 feet to iron pin; thence N. 28-37 W. 83.6 feet to iron pin; thence S. 52-26 W. 350 feet to iron pin; thence S. 37-34 E. 76.1 feet to iron pin; thence S. 52-26 W. 17.5 feet to iron pin; thence S. 37-34 E. 46.7 feet to iron pin; thence N. 52-26 E. 38.3 feet to iron pin; thence S. 37-34 E. 97.2 feet to iron pin on Wade Hampton Boulevard; thence with the northwestern side of said Boulevard, N. 52-26 E. 270 feet to the beginning corner. Being the same property conveyed to the mortgagors by deed recorded in Deed Book 693 at Page 325.

"Also, all furniture, fixtures, equipment, tableware, ^{personal} kitchenware, linens, T.V. sets, air conditioning units, and all other property owned by or used in connection with the operation of the motel on said property, including all personal property and assets hereafter acquired, it being the intention of the parties hereto that the lien of this mortgage shall include all property of the mortgagors, whether real, personal or mixed, whether now owned or hereafter acquired, for use in the operation of the motel located on said property. Provided, however, that the mortgagors may sell or exchange portions of said personal property in the usual course of business, and the portions so sold shall be released from this mortgage and the lien of the mortgage shall attach to the replacement thereof."

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 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.