

SEP 27 11 47 AM 1966

BOOK 1041 PAGE 404

First Mortgage on Real Estate

OLLIE E. WORTH
MORTGAGESTATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

TO ALL WHOM THESE PRESENTS MAY CONCERN: JOSEPH B. PHILLIPS and

FRANCIS P. PHILLIPS

(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) in the sum of **THREE THOUSAND SEVEN HUNDRED FOURTEEN AND 71/100** DOLLARS (\$ 3,714.71), with interest thereon at the rate of **6 1/4** per cent per annum as evidenced by the Mortgagor's note of even date herewith payable as therein stated, or as hereafter modified by mutual agreement, in writing, the final maturity of which is **twelve (12)** years after the date hereof, unless extended by mutual consent, the terms of said note and any agreement modifying it are incorporated herein by reference; and

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced or readvanced to or for the Mortgagor's account, 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,

All that lot of land in Greenville County, State of South Carolina, in Greenville Township, on the Western side of Converse Street (formerly Circle Street) near the City of Greenville, being all of Lot No. 5 and a small portion of Lot No. 4, as shown on plat of Hill-side Heights made by R. E. Dalton September 1921, recorded in plat book F at page 100, and according to a recent survey prepared by J. C. Hill April 13, 1953 is described as follows:

BEGINNING at a stake on the Western side of Converse Street, at an iron pin at the joint front corner of Lot 5 and 6, and running thence with said street N. 10-36 E. 70 feet to an iron pin in the center of a joint driveway; thence with the center of said driveway N. 84-33 W. 100 feet to an iron pin; thence continuing with center of said driveway N. 89-58 W. 95.3 feet to an iron pin; thence S. 12-21 W. 50 feet to an iron pin, joint rear corner of lots 5 and 6; thence with joint line of said lots S. 80-47 E. 196 feet to the point of beginning.

This mortgage is made subject to the same rights of the owner and tenants of the adjacent lot in and to the joint driveway above referred to and the joint garage at the terminal of said driveway set forth in the deed to the Mortgagors recorded in Deed Book 477 at page 68.

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.

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