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BOOK 1148 PAGE 368

First Mortgage on Real Estate

OLLIE FARNSWORTH  
R.M.C. MORTGAGE

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

JOHN C. BARBA AND EDITH J. BARBA (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

TWENTY-TWO THOUSAND NINE HUNDRED AND NO/100----- DOLLARS <sup>13</sup>  
(\$ 22,900.00) with interest thereon at the rate of 8 per cent per annum ~~xx~~  
years and 3/4 per cent per annum for 12 years 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 25 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, and being shown as Lot 32 on a plat of Halloran Heights recorded in the R.M.C. Office for Greenville County in Plat Book EE, page 83, and having according to a survey dated September 24, 1969, prepared by Carolina Engineering and Surveying Company, the following metes and bounds, to-wit: BEGINNING at an iron pin on the northeast side of Holly Hill Court at the joint front corner of lots 32 and 33 and running thence with Holly Hill Court, N 28-35 W, 73.7 feet and N 44-30 W, 136.1 feet to an iron pin; thence N 43-42 E, 169.8 feet to an iron pin; thence S 51-37 E, 37.3 feet to an iron pin; thence S 72-42 E, 115.7 feet to a point; thence S 53-14 E, 91 feet to a point; thence S 49-0 W, 265 feet to the point of beginning.

ALSO, all that piece, parcel or lot of land adjoining the above described lot on the north and being a portion of the area designated "park" and having according to the survey hereinabove mentioned, the following metes and bounds, to-wit: BEGINNING at an iron pin on the northeasterly side of Holly Hill Court at the joint front corner of lot 32 and the lot herein described and running thence with Holly Hill Court, N 9-07 W, 45 feet and N 55-15 W, 33.2 feet to an iron pin; thence N 40-02 E, 140.8 feet to an iron pin; thence S 51-37 E, 78 feet to an iron pin; thence S 43-42 W, 169.8 feet to the point of beginning. It is specifically understood and agreed that the conveyance of this area is excluded from the general warranty of this mortgage and it is the intention of Mortgagor to convey only whatever right, title, interest and estate they have in same and that the warranty contained in this mortgage applies and extends to only lot 32 hereinabove described and as shown on the recorded plat.

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.