

GREENVILLE CO. S. C.

Pleasantburg

DEC 30 4 41 PM '71

BOOK 1218 PAGE 105

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:

Thomas Gutierrez and
Maria A. Gutierrez

(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-six Thousand and no/100----- DOLLARS (\$ 26,000.00), with interest thereon at the rate of eight 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 30 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, situate on the eastern side of Dexter Drive, being shown and designated as Lot 46 on a plat of Drexel Terrace, recorded in Plat Book QQ at Page 177, and having according to said plat the following metes and bounds:

BEGINNING at a point on the eastern side of Dexter Drive, at the joint corner of lots 45 and 46, and running thence with the line of Lot 45, S. 81-52 E. 175 feet to a pin; thence with the line of Lot 57, N. 7-37 E. 106.5 feet to a pin at the corner of Lot 47; thence with the line of Lot 47, N. 84-02 W. 174.3 feet to a pin on the eastern side of Dexter Drive; thence with the eastern side of Dexter Drive, S. 7-53 W. 100 feet to the point of beginning.

This is the same property conveyed to the mortgagors by deed of Edward A. Orszak and Lillian M. Orszak to be recorded herewith.

In addition to and together with the monthly payments of principal and interest under the terms of the note secured hereby, the mortgagors promise to pay to the mortgagee the sum of 1/48th of 1% of the original amount of this loan in payment of the mortgage guaranty insurance covering this loan and on his failure to pay it, the mortgagee may advance it for the mortgagors' account and collect it as part of the debt secured by the mortgage. The mortgagors agree that after the expiration of ten years from the date hereof, the mortgagee may at its option apply for mortgage insurance for an additional period of five years with the mortgage insurance company insuring this loan, and the mortgagors agree to pay to the mortgagee as premium for such insurance one-half of 1% of the principal balance then existing.

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.