

First Mortgage on Real Estate

FILED  
GREENVILLE CO. S. C.  
AUG 28 2 1977  
MORTGAGESTATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLEELIZABETH RIDDLE  
M.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

DUFFIE DEVELOPMENT, INC.,

(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

Thirty-three Thousand Eight Hundred and no/100-----DOLLARS

(\$ 33,800.00 ) as evidenced by the Mortgagor's note of even date, bearing interest as stated in said note, and payable as therein stated or as modified by mutual agreement, in writing, the final maturity of which is 15 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, north of Parkins Mill Road, also known as Mauldin Road, on the eastern side of an unnamed fifty-foot street, in Austin Township, being a portion of a tract of 1.17 acres deeded to Duffie Development, Inc. by deed from C. L. Duffie dated August 14, 1970, and recorded in the R.M.C. Office for Greenville County, in Deeds Book 896, Page 479, and having the following metes and bounds, to-wit:

BEGINNING at a point on the eastern side of the fifty-foot unnamed street, which point is 301.7 feet from the northeastern corner of the intersection of said fifty-foot unnamed street and Park ins Mill Road (Mauldin Road), and running thence S. 84-30 E. 159.8 feet, more or less, to a point; thence N. 5-05 W. 120 feet, more or less, to an iron pin; thence S. 84-30 W. 159.8 feet to an iron pin; thence S. 5-01 E. 120 feet to the point of beginning.

Also, the non-exclusive right-of-way of easement conveyed to the mortgagor herein by deed of James E. Dodenhoff, Jr., Paul B. Costner, Jr., and T. C. Adams, said deed being dated June 30, 1971 and recorded in the R.M.C. Office for Greenville County, S. C., in Deeds Book 934, at Page 433 and having, according to said deed, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the easterly edge of the aforesaid fifty-foot street at the corner of said Street and property of the grantors, and running thence along the edge of said Street, N. 4-55 W. 102 feet to a point on said Street; thence S. 82-13 W. 5 feet to a point in said Street; thence S. 4-55 E. 102 feet to a point on the northerly edge of the right of way of Old Parkins Mill Road; thence along the edge of said right of way, N. 82-13 E. 5 feet to the point of beginning.

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