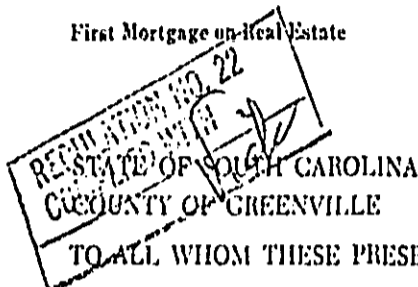


FILED  
GREENVILLE CO. S. C.

FEB 26 12 26 PM '73

BOOK 1238 PAGE 49

First Mortgage on Real Estate



DONNIE S. TANKERSLEY  
MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN: James W. Childers, III and Toni C. Childers

(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-one thousand and no/100ths-----DOLLARS

(\$ 31,000.00 ), 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 thirty 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, in the Town of Mauldin, being shown and designated as Lot 38 on plat of Forrester Woods, Section I, prepared by R. B. Bruce, R.L.S., dated March 14, 1972 and recorded in the RMC Office of the Greenville County Courthouse in Plat Book 4-N at Page 78 and being described, according to said plat, more particularly, to-wit:

BEGINNING at an iron pin on the Eastern side of Old Hickory Point at the joint front corner of Lots 36 and 38 and running thence along Old Hickory Point N 27-39 E 127.6 feet to an iron pin; thence N 72-26 E 35.5 feet to an iron pin on the Southern side of Pheasant Trail; thence along said Trail S 62-43 E 85.1 feet to an iron pin at the joint front corner of Lots 28 and 39; thence along the common line of said Lots S 27-36 W 160 feet, more or less, to an iron pin in the line of Lot 36; thence N 62-24 W 110 feet to an iron pin, the point of beginning.

The above-described property is the same conveyed to the Mortgagors herein by deed of Holmes, Inc. recorded in the RMC Office of the Greenville County Courthouse in Deed Book 763 at Page 743.

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.