

BOOK 1270 PAGE 587

First Mortgage on Real Estate
RECORDED
COMPLIED
J. de

FILED
GREENVILLE CO. S. C.

MAR 26 2 45 PM '73

DO NOT WRITE IN THESE SPACES
MORTGAGE

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: Michael J. Cunningham and

Cathy G. Cunningham

(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 Nineteen Thousand Four Hundred Fifty -----DOLLARS

(\$ 19,450.00), 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, on the southern side of Third Day Street near the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 45 as shown on a plat of Carterbury Subdivision, Section I, prepared by Heaner Engineering Co., Inc., dated March 22, 1972, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 4-N at page 69, and having according to said plat the following metes and bounds:

BEGINNING at an iron pin on the southern side of Third Day Street at the joint front corner of Lots Nos. 45 and 46 and running thence with the line of Lot No. 46 S. 5-00-54 E. 139.22 feet to an iron pin at the joint corner of Lots Nos. 38, 39, 45 and 46; thence with the line of Lot No. 39 S. 83-54-21 W. 70.07 feet to an iron pin at the joint rear corner of Lots Nos. 44 and 45; thence with the line of Lot No. 44 N. 12-19-42 W. 141.86 feet to an iron pin on the southern side of Third Day Street; thence with the curve of the southern side of Third Day Street, the chord of which is N. 85-05-37 E. 88.12 feet to the point of beginning.

This is the identical property conveyed to the mortgagors herein by deed of Fortis Enterprises, Inc., dated March 26, 1973, and to be recorded herewith in the R.M.C. Office for Greenville County, South Carolina.

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 for the term of the guaranty policy the sum of 1/48th of 1% of the original amount of this loan in payment of the mortgage guaranty insurance (continued on the last page hereof) 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.