

First Mortgage on Real Estate
1973
12/22

FILED
GREENVILLE CO. S. C.
DEC 30 2 46 PM '73
DORRIS S. TANKERSLEY
R.H.C.
MORTGAGE

BOOK 1271 PAGE 159

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

HERIBERTO L. HERNANDEZ AND
LOURDES HERNANDEZ

(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 THOUSAND EIGHT HUNDRED FIFTY AND NO/100THS-----DOLLARS

(\$ 20,850.00), 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 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, located on the northern side of Amy Lane (formerly Braddock Street) and being known and designated as Lot No. 201 of Section VI of COLONIAL HILLS Subdivision, as shown on plat recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book WWW at page 13, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Amy Lane (formerly Braddock Street) at the joint front corner of Lots Nos. 201 and 202 and running thence N. 11-40 W. 150 feet to a point; thence N. 78-20 E. 100 feet to an iron pin at the joint rear corner of Lots Nos. 200 and 201; thence with the joint line of Lots Nos. 200 and 201 S. 11-40 E. 150 feet to an iron pin on the northern side of Amy Lane; thence with the northern side of Amy Lane S. 78-20 W. 100 feet to the point of beginning.

In addition to and together with the monthly payments of principal and interest under the terms of the note secured hereby, the mortgagor promises 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 covering this loan and on his failure to pay it, the mortgagee may advance it for the mortgagor's amount and collect it as part of the debt secured by the mortgage.

The mortgagor agrees 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 mortgagor agrees 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.