

GREENVILLE CO. S. C.

JUL 17 10 57 AM '73

DONNIE S. TANKERSLEY, JR.

First Mortgage on Real Estate

RECORDED
COMPLETED WITH
State

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREENVILLE CO. S. C.

JUL 22 10 22 AM '73

DONNIE S. TANKERSLEY, JR.
R.H.C.

MORTGAGE

BOOK 1278 PAGE 137

3-14-1538

BOOK 1284 PAGE 773

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Hezekiah N. Simmons and Anne Marie A. Simmons
(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 Five Thousand and No/100----- DOLLARS**

(\$ 35,000.00), 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 **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, on the southwestern side of the cul-de-sac of Gavin's Point Road in Greenville County, S. C. being shown and designated as Lot No. 443 on a plat of Del Norte Estates Section V made by Piedmont Engineers and Architects dated May 23, 1972 recorded in the RMC Office for Greenville County, S. C. in Plat Book 4-R, page 17 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a point on the southwestern side of the cul-de-sac of Gavin's Point Road at the joint front corners of Lots Nos. 443 and 444 of Section V and running thence with the common line of said lots, S. 66-30 W. 115.5 feet to an iron pin; thence with the rear line of Lot 458, N. 42-00 W. 55 feet to an iron pin; thence with the rear line of Lot No. 459, N. 13-30 W. 95 feet to an iron pin at the joint rear corners of Lots Nos. 459 and 460; thence with the rear line of lot No. 460, N. 5-58 W. 50.4 feet to an iron pin; thence with the common line of Lots Nos. 442 and 443, S. 66-21 E. 184.9 feet to an iron pin on the northwestern side of Gavin's Point Road; thence with the cul-de-sac of the northwestern side of Gavin's Point Road, the chord of which is S. 9-54 W. 35 feet to a point; thence continuing with said street as the line, the chord of which is S. 27-49 E. 30 feet to an iron pin, 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. (continued on page four)

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.

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