

FILED
GREENVILLE CO. S. C.

BOOK 1322 PAGE 781

SEP 13 9 43 AM '71
MORTGAGE
JAMES S. FINKERSLEY
R.M.C.

First Mortgage on Real Estate

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

TO ALL WHOM THESE PRESENTS MAY CONCERN: James V. Fellers and Mary S. Fellers

(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-six Thousand and 00/100 ----- DOLLARS

(\$36,000.00-----), 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, being known as Lot 260 of Section II, Del Norte Estates lying on the eastern side of Ellesmere Drive, as shown on a plat of Section II of Del Norte prepared by Piedmont Engineers, Architects and Planners on record in Plat Book 4N, at Pages 12 and 13 in the R.M.C. Office for Greenville County, S. C. and being more fully described by reference to said plat as follows:

BEGINNING at an iron pin at the joint front corner of Lots 260 & 261 and running thence along the line of Lot 261 S. 46-30 E. 128 feet to an iron pin; thence S. 43-30 W. 95 feet to an iron pin at the joint rear corner of Lots 260 & 259; thence N. 48-30 W. 106.4 feet to an iron pin on the turn-around of Ellesmere Drive; thence with the curve of said drive N. 10-40 E. 40 feet to an iron pin; thence with Ellesmere Drive N. 43-30 E. 65.1 feet to the point of beginning.

This is the same property conveyed to mortgagors here'in by deed to be recorded herewith.

The above described property is conveyed subject to all restrictions, easement or rights-of-way existing or of record which affect the title to the above described property.

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 covering this loan and on their failure to pay it, the mortgagee may advance it for the mortgagors' amount and collect it as part of the debt secured by the mortgage.

The mortgagors agree to maintain guaranty insurance in force until the loan balance reached 75% or less of the original appraisal or sales price, whichever is less, and the mortgagee may apply for mortgage guaranty insurance to comply with the above, through the mortgage guaranty insurance company insuring this loan, and that the mortgagor agrees to pay to the mortgagee, annually as premium for such insurance 1/4 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.

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