

First Mortgage on Real Estate

MORTGAGE

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

TO ALL WHOM THESE PRESENTS MAY CONCERN: LELAND A. TRUAX and JENNY M. TRUAX

(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 ----- SIXTEEN THOUSAND AND NO/100ths ----- DOLLARS

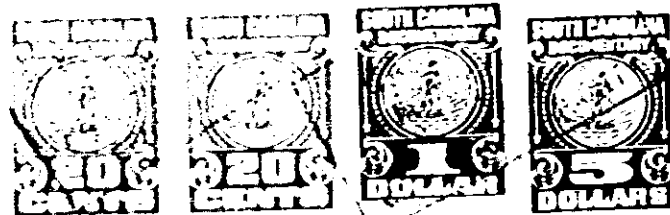
(\$ 16,000.00) as evidenced by the Mortgagor's note of even date, bearing interest as stated in said note, and payable as therein stated or as modified by mutual agreement, in writing, the final maturity of which is 20 years after the date hereof, unless extended by mutual consent, the terms of said 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 northerly side of Creek Shore Drive, being shown as the southerly portion of Lot 70 of Section 1 on a plat of FRESH MEADOW FARMS, made by Madison H. Woodward, dated May 21, 1945, and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book S, page 61, and being designated as part of Lot 70, Section 1, on a more recent survey prepared by Dalton & Neves Co., Engineers, dated February 24, 1975, entitled PROPERTY OF LELAND A. TRUAX, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 5K, page 72, and having according to the Dalton & Neves survey the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Creek Shore Drive at the joint front corner of Lots 70 and 71 and running thence along the joint line of said lots, N. 8-37 E., 157.5 feet to an iron pin; thence along the new line, S. 84-01 E., 87 feet to an iron pin in the line of Lot No. 69; thence along the line of Lot 69, S. 8-44 W., 152.7 feet to an iron pin on the northern side of Creek Shore Drive; thence along the northern side of Creek Shore Drive, N. 87-09 W., 87 feet to an iron pin, the point of beginning.



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.

9093

4328 RV-2