

P. O. Box 1268
Greenville, S. C. 29607

GREENVILLE CO. S. C.

DEC 22 12 09 PM '78

DONNIE S. TANKERSLEY
S. M. C.

BOOK 1385 PAGE 798

First Mortgage on Real Estate

MORTGAGE

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

TO ALL WHOM THESE PRESENTS MAY CONCERN: That I, JOHN L. BAKER

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

273200022E

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-five thousand four hundred - - - - - DOLLARS

(\$ 25,400.00), 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

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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, and City of Greenville, at the northeast corner of Lavinia Avenue and Henrietta Street, and having, according to a*Plat made by C. M. Furman, Jr., Engineer, in February, 1926, the following metes and bounds:

BEGINNING at an iron pin at the northeast corner of the intersection of Lavinia Avenue and Henrietta Street, and running thence along the east side of Lavinia Avenue, N 21-23 W, 68.2 feet, more or less, to an iron pin; thence N 63-53 E, 178.8 feet, more or less, to an iron pin on the west side of Franklin Avenue; thence along the west side of Franklin Avenue, S 02-03 W, 59 feet, more or less, to the intersection of said Franklin Avenue and Henrietta Street; thence along the north side of Henrietta Street, S 57-57 W, 157.6 feet, more or less, to the beginning corner.

This is the same property conveyed to the Mortgagor herein by deed of Margaret Reynolds Smith, dated December 21, 1976, to be recorded simultaneously herewith.

"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."

* See Plat of ROWLEY PLACE, made by W. A. Adams, recorded in Plat Book C, at Page 5.

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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