

Buy 268, Greenville, S.C.

FILED
GREENVILLE CO. S. C.

BOOK 1394 PAGE 394

FR 12 12 57 PM '77

DONNE S. TANKERSLEY
R.H.C.

MORTGAGE

First Mortgage on Real Estate

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: MCDANIEL HEIGHTS APARTMENT

CORPORATION (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 ONE HUNDRED THIRTY THOUSAND AND NO/100-----DOLLARS

(\$ 130,000.00), 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 15 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, in the City of Greenville, on the North side of Cleveland Street, containing 7.15 acres more or less, according to survey made by Dalton & Neves, Engineers, September, 1938, and having according to said survey the following metes and bounds, courses and distances, to wit:

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BEGINNING at a stake on the north side of Cleveland Street, said stake being eight hundred twenty-five (825) feet east from the northeast corner of the intersection of said Cleveland Street and Belmont Avenue, and running thence N. 4-10 W. one hundred eighty-five (185) feet to a stake; thence N. 26-30 W. six hundred eighty-four (684) feet to a stake; thence due east three hundred eighty-six and three-tenths (386.3) feet to an iron pin at corner of property now or formerly belonging to Dixon; thence S. 26-30 E. nine hundred twenty-two (922) feet to a stake on the north side of Cleveland Street; thence with the north side of Cleveland Street N. 70-30 W. one hundred (100) feet to a point; thence continuing with said street N. 83-36 W. one hundred (100) feet to a point; thence continuing with Cleveland Street S. 88-26 W. one hundred fifty-seven and four tenths (157.4) feet to an iron pin on said Street; thence still with Cleveland Street S. 85-50 W. one hundred thirty (130) feet to a stake, the beginning corner.

This mortgage is executed pursuant to the authority granted by Resolution duly executed by the sole stockholder and director of said corporation dated April 5, 1977.

This being the same property conveyed by J. A. Jones Construction Company to McDaniel Heights Apartment Corporation by deed dated October 17, 1938 and recorded in the RMC Office for Greenville County on October 20, 1938 in Deed Book 206, at page 274.

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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