

Book 1266, Page 150

GREENVILLE CO. S. C.

APR 13 12 20 PM '77

DONNIE S. TANKERSLEY
R.M.C.

BOOK 1394 PAGE 976

First Mortgage on Real Estate

MORTGAGE

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

TO ALL WHOM THESE PRESENTS MAY CONCERN: RANDALL T. MULLINAX AND GEORGIA H. MULLINAX

(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 TWENTY THREE THOUSAND FOUR HUNDRED AND NO/100 -----(\$23,400.00) ----- DOLLARS

(\$ 23,400.00), 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 twenty-five 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 northwest side of Spartanburg-Greenville Road, near the City of Greenville, being shown as a portion of Lot 2 on a plat of property of Joe E. Greene, made by H. S. Brockman, Surveyor, December 7, 1943 and also shown on a plat of property of Morris H. Duncan, recorded in the RMC Office for Greenville County, S.C. in Plat Book T at page 121 and having, according to said plat and a survey made by R. K. Campbell, Surveyor, dated May 21, 1963, the following metes and bounds, to wit:

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BEGINNING at an iron pin on the southeastern side of the Spartanburg-Greenville Road at the southwest corner of property now or formerly belonging to A. R. Duncan, shown as Lot 1 on plat of Joe E. Greene property, and running thence along the southeastern edge of the Spartanburg-Greenville Road, S. 61-30 W., 103 feet to an iron pin; thence along the line of property of Duncan, N. 39-00 W., 417 feet to an iron pin; thence N. 61-30 E., 103 feet to an iron pin; thence along the line of property now or formerly belonging to Duncan, S. 39-00 E., 417 feet to an iron pin on the southeastern side of the Spartanburg-Greenville Road, the beginning corner, and containing one (1) acre, more or less.

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This is the same property conveyed to the mortgagors by Deed of J. Odell Shaver, dated April 19, 1977 and recorded on April 19, 1977 in Deed Book 1054 at page 846 of the RMC Office for Greenville County

"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 BACK)

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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