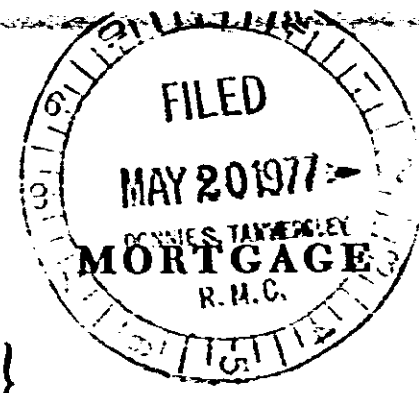


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BOOK 1398 PAGE 359



First Mortgage on Real Estate

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: James E. Whitaker and Brenda R.

Whitaker

(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 Ten Thousand One Hundred and Thirty Four----- DOLLARS

(\$10,134.00), 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 _____ 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, O'Neal Township, approximately three miles northwest from the City of Greer, lying on the southern side of Valley Creek Drive, being shown and designated as Lot No. 40 and the major portion of Lot No. 41 on a plat of Valleyhaven Acres, Section IV, property of W. Dennis Smith prepared by John A. Simmons, RLS, dated July 15, 1960, recorded in the R.M.C. Office for Greenville County in Plat Book MM, Page 167, and having, the following coursed and distances, to-wit:

Beginning at an iron pin on the southern side of Valley Creek Drive at the front corner of Lots 39 and 40 as shown on the aforementioned plat and running thence with the southern side of said Valley Creek Drive, S. 68-0 W. 165 feet to an iron pin; thence S. 0-25 W. 249.2 feet to an iron pin on or near a creek; thence with the creek as the line (the traverse lines thereof being N. 60-20 E. 195.3 feet and N. 74-40 E. 63.4 feet) to an iron pin at the joint rear corner of Lots 39 and 40; thence with the common line of said lots N. 22-00 W. 209.6 feet to an iron pin on the southern side of Valley Creek Drive, the point of beginning.

This is the identical property conveyed to the grantors herein by deed from W. Dennis Smith recorded in the R.M.C. Office for Greenville County in Deed Book 691, page 497.

Deed recorded August 18, 1972, at 3:52 P.M., #5067

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, furniture, be considered a part of the real estate.



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