Book 1268

GREENVILLE CO. S.C.

BOOK 1401 PAGE 613

First Mortgage on Real Estate

MORTGAGE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: BOBBY M. RYAN and EVELYN M. RYAN

(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 Forty-three Thousand and No/100---------- DOLLARS

($ 43,000.00), 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 thirty 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, being known and designated as Lot 42 on plat of Gray Fox Run Subdivision prepared by C. O. Riddle, RLS, and recorded in the RMC Office for Greenville County in Plat Book 5-P at Page 9 and revised March 4, 1976 and the revised plat is recorded in Plat Book 5-P at Page 16. According to said revised plat, the property is more fully described as follows:

BEGINNING at an iron pin on the southern side of Gray Fox Square at the joint front corner of Lots 41 and 42 and running thence along the common line of said lots S 5-57 E 137.6 feet to an iron pin at the joint rear corner of said Lots; thence along the rear line of Lot 42 N 82-57 E 129.7 feet to an iron pin at the joint rear corner of Lots 42 and 43; thence with the joint line of said lots N 23-30 W 154.8 feet to an iron pin on Gray Fox Square; thence along Gray Fox Square S 75-22 W 83.9 feet to an iron pin, the point of beginning.

This is the identical property conveyed to the mortgagors herein by deed of T. C. Threatt, Inc., recorded June 20, 1977, in Deed Book 1058, page 931.

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)

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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