

FILED
GREENVILLE CO. S. C.

BOOK 1411 PAGE 501

SEP 30 10 03 AM '77

First Mortgage on Real Estate

DONNIE S. TANKERSLEY
MORTGAGE

P. O. Box 1268
Greenville S. C. 29602

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

TO ALL WHOM THESE PRESENTS MAY CONCERN: JAMES M. HICKS AND JANE B. HICKS

(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 NINETY FOUR THOUSAND AND NO/100 ----- DOLLARS

(\$ 94,000.00), 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 29 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 southwestern side of Mount Vere Drive, City of Greenville, being shown and designated as Lot No. 5 on a plat of the property of Robert S. Small made by Enwright Associates, Engineers, dated July 27, 1972, revised July 12, 1973, recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book 4-X, page 67, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a point on the southwestern side of Mount Vere Drive at the joint front corners of Lots Nos. 4 and 5 and running thence along the common line of said lots, S. 66-51 W., 249.7 feet to a point; thence N. 23-02 W., 100 feet to a point; thence N. 45-55 E., 280 feet to a point on the cul de sac of Mount Vere Drive; thence with the cul de sac of the southwestern side of Mount Vere Drive, the chord of which is: S. 2-50 E., 34.4 feet to a point; thence continuing with the southwestern side of Mount Vere Drive, S. 22-58 E., 168 feet to the point of BEGINNING.

The above described property is the same conveyed to James M. Hicks by deed of William M. Grant, Jr., recorded July 30, 1976 in Deed Book 1040 at page 472. One-half interest of the above described property conveyed to Jane B. Hicks by James M. Hicks by deed to be recorded herewith.

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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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