

First Mortgage on Real Estate

MORTGAGE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: CLARENCE F. SMITH, JR., AND JIMMIE J.

SMITH

(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 Thirty-seven Thousand and No/100----- DOLLARS

(\$ 37,000.00), 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,

All that piece, parcel or lot of land situate, lying and being in Greenville County, State of South Carolina, being known and designated as the greater portion of Lot 325 on Plat of Del Norte, Section II, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 4-N at page 13 and more accurately described according to a more recent plat made by James R. Freeland, dated June 10, 1975, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 5-M at page 68, and having, according to said last mentioned plat, the following metes and bounds:

BEGINNING at an iron pin on Scottswood Drive at the joint corner of Lot No. 325 and 326 and running thence along the joint line of said lot S. 42-08 W. 125 feet to an iron pin; thence N. 61-11 W. 53.4 feet to an iron pin; thence continuing N. 75-15 W. 9.15 feet to an iron pin, the joint line of lot known as Redivision of Lot 325 according to plat made of the Redivision of the aforementioned lot on September 23, 1974, and then along the joint line of the said lot N. 29-53 E. 132.62 feet to an iron pin on Scottswood Drive; thence with said drive S. 63-48 E. 4.5 feet to an iron pin; thence continuing S. 58-27 E. 60.9 feet to an iron pin; thence S. 46-51 E. 24.6 feet to an iron pin, the point of beginning.

* See below

In addition to and together with the monthly payments of principal and interest under the terms of the Note secured hereby, the Mortgagors promise to pay to the Mortgagee a monthly premium necessary to carry private mortgage guaranty insurance until the principal balance reaches 80% of the original sales price or appraisal, whichever is less. The estimated monthly premium for the first nine years will be .02% of the original amount of the loan. The estimated monthly premium for each year thereafter will be .01% of the original principal balance of this loan. The mortgagee may advance this premium and collect it as part of the debt secured by the mortgage if the Mortgagors fail to pay it.

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.

* This is the identical property conveyed to the Mortgagors herein by deed of Bob Maxwell Builders, Inc., dated November 30, 1977, and recorded in the R.M.C. Office for Greenville County, S.C., in Deed Book 1069 at page 399, on November 30, 1977.

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