

101 E. Washington St.

FILCO
GREENVILLE 00. S. C.
P.O. Box 1208
MAR 12 1 15 PM '78
DONNIE S. TANKERSLEY
R.N.C.

Greenville, S. C.

1428 42811

First Mortgage on Real Estate

MORTGAGE

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

TO ALL WHOM THESE PRESENTS MAY CONCERN: JACK B. TYLER

(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-SIX THOUSAND FOUR HUNDRED FIFTY AND NO/100-----DOLLARS

(\$ 36,450.00), 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 (30) 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 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, in Butler Township and being known and designated as a part of Lot No. #7 of a subdivision known as McSwain Gardens, with the Plat of that subdivision being recorded in the Office of the R. M. C. for Greenville County in Plat Book GG, at page 75 and being more specifically shown according to said Plat as follows:

BEGINNING at a point on the Southeastern side of Mimosa Drive, at the joint front corner of Lot 6 & 7, and running thence S. 25-41 E. 147.3 feet to a point at the rear corner of Lot No. #6; thence S. 6-05 W. 45 feet to a point in the joint sideline of Lot 7 & 8; thence N. 77-55 W. 173.2 feet to a point on the Southeast side of Mimosa Drive, at joint front corner of Lot 7 & 8; thence with the Southeastern side of Mimosa Drive in 29-55 E. 85.9 feet to a point; thence continuing with the Southeastern side of Mimosa Drive N. 45-16 E. 95 feet to the point of beginning.

GCTO
-----3 AP 12 78 1029

"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 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 mortgagor fails to pay it."

Derivation: Deed Book 1076, Page 963 - Jack B. Tyler - 4/12/78

3.0001

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.

4328 RV-23