

SECOND

1979 Mortgage on Real Estate

Box 1268
Greenville, S.C.

MORTGAGE

DONNIE S. TANKERSLEY
R.M.C.
FILED
MAR 20 1979
AM 7 8 9 10 11 12 1 2 3 4 5 6 PM

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: Franklin D. Harvell and

Carolyn H. Harvell (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

Twenty-two thousand, sixteen and 64/100----- DOLLARS

(\$ 22,016.64), 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 Eight (8) 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 lot of land in Greenville County, State of South Carolina, on the western side of New Haven Drive, being shown as Lot No. 94 on plat of Merrifield Park, Section II, recorded in Plat Book WWW at pages 50 and 51 in the RMC Office for Greenville County and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of New Haven Drive at the joint front corner of Lots 93 and 94 and running thence with the line of said lots, N 43-41 W 164.65 feet to an iron pin; thence S 45-34 W. 120 feet to an iron pin at the joint rear corner of Lots 94 and 95; thence with the line of said lots, S 45-28 E. 164.9 feet to an iron pin on the western side of New Haven Drive; thence with the western side of New Haven Drive, N 45-32 E 115 feet to the point of beginning.

As a part of the consideration herewith grantees agree to assume that certain mortgage in the original amount of \$25,500.00 in favor of Fidelity Federal Savings and Loan Association recorded in Mortgage Book _____ at Page _____.

Said property is subject to all easements, restrictions and rights of way of record affecting said property.

This is the same property conveyed by deed of McCall Construction Co., Inc. dated 12-20-69, recorded 12-22-69 in volume 881 at page 404.

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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 fix-



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