

First Mortgage on Real Estate

DONNIE'S TAX SERVICE
R.M.C.
FILED
MAY 17 1979
A MORTGAGE P.M.
7,8,9,10,11,12,1,2,3,4,5,6

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: Nicholas T. Howard and

Linda W. Howard and Jean G. Richards (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-three thousand three hundred thirty-two and 80/100 ----- DOLLARS

(\$ 23,332.80), 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 Ten (10) 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 in Greenville Township, Greenville County, State of South Carolina, situate, lying and being on the Southwest side of Sylvania Avenue, just off Paris Mountain Road, being known and designated as Lot No. 55 on plat made by Dalton & Neves, Engineers, June 1938, of "Leawood" property of C. H. Gaffney, Trustee, which plat is recorded in the RMC Office for Greenville County in Plat Book "J" at pages 18 and 19, and being more particularly described as follows:

Beginning at an iron pin on the Southwest side of Sylvania Avenue, said iron pin being 353.5 feet from the intersection of Sylvania Avenue and Furman Hall Road and running thence S. 33-54 W. 171 feet to joint rear corner of Lots 55,56,30 and 31; thence N. 55-41 W. 77 feet to an iron pin; thence N. 33-54 E. 170.4 feet to an iron pin on Sylvania Avenue; thence with Sylvania Avenue S. 56-06 E. 77 feet to the beginning corner.

Provided, however, and subject to restrictions which are of record in the RMC Office for Greenville County in Deed Book "204" at page 148.

Being the same lot of land conveyed to Harold T. Howard by deed of CM Gaffney dated March 21, 1941, and recorded in the RMC office of Greenville County in Deed Book 232 at page 365.

This is the same property conveyed by deed of Harold T. Howard, dated and recorded 8-17-78 in volume 1085 at page 532.

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 is hereby covenanted and warranted that all such fixtures and equipment are to remain in place and attached to the real estate.



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