FIDELITY FEDERAL S&L ASSOC. P.O. BOX 1268 GREENVILLE, S.C. 29602 First Mortgage on Real Estate



ecci 1508 rati 930

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: Jerald A. Garrett and Jane H. Garrett

(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 Nine thousand, five hundred, eighty six and 20/100----- DOLLARS

), as evidenced by the Mortgagor's note of even date, bearing interest as stated in said (\$ 9,586.20 note, and payable as therein stated or as modified by mutual agreement, in writing, the final maturity of which  $_{is}$  five (5) 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, being in the southwest corner of the intersection of Butler Avenue and Pinkney Street in the City of Greenville and having the following metes and bounds to-wit:

BEGINNING at an iron pin in the southwest corner of the intersection of Butler Avenue and Pinkney Street and running thence with Pinkney Street N. 50½ W. 136 feet to an iron pin at corner of W. W. Keys (or formerly) property: thence with line of W. W. Keys (or formerly) S.39½ W. 170 feet to an iron pin on the northeast line of alley: thence further along said alley S. 67½ E. 163.6 feet to an iron pin on the northern side of Butler Avenue: thence along said Butler Avenue, N.20½ E. 133 feet to the point of beginning, and being identically the same property conveyed by deed of L. B. Houston to Maye M. Houston, dated July 16, 1925, as recorded in Deed Volume 326 at Page 481.

The herein named grantees are to pay the 1975 taxes on the abovedescribed property. The above described property is conveyed subject to existing easements, rights-of-way reservations, if any.

The aforesaid Maye M. Houston, subsequently married Dr. J. L. Anderson, Sr. According to Apt. 1333 at File 9 of the Probate Court for Greenville County, South Carolina, the said Maye M. Houston, (then known as Maye McMinn Houston Anderson), died testate on May 5, 1974 in Greenville County, South Carolina, devising, according to Item XXV of her Will, the above described property to the nieces and nephews of her former husband, L. B. Houston, surviving at her death; that the grantors herein are the sole surviving nieces and nephews of the said L. B. Houston. The other nephew, John Houston Wearn, died on October 24, 1954 in New York, New York.

This is the same property conveyed to Grantor by deed of Estelle Houston Miller, Ella Houston Zachary, Mary Houston Merritt, Robert Emmett Houston, Jr. and Isaac Hayne Houston dated March 29, 1976, recorded in the R.M.C. Office of Greenville County on March 30, 1976 in Volume 1033, Page 861.

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 ner it being the intention of the parties hereto the

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