

✓ GREENVILLE CO. S.C.
MAY 21 10 23 AM '79
DONNIE S. TANKERSLEY
R.M.C.
First Mortgage on Real Estate

FILED
GREENVILLE CO. S.C.

JUN 8 3 45 PM '76

DEPARTMENT OF REVENUE
MORTGAGE

31964

MAY 21 1979

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:
RAINEY

We, JAMES M. RAINY and CORINNE B. RAINY

(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 FOUR THOUSAND ONE HUNDRED and NO/100 (\$34,100.00) ----- DOLLARS

(\$ 34,100.00), 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 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, lying and being on the northwesterly side of Crosscreek Lane near the City of Greenville, being known and designated as Lot No. 45 on Plat entitled "Mountainbrook Subdivision", as recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 4-F, at Page 47, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwesterly side of Crosscreek Lane, said pin being the joint front corner of Lots 45 and 46, and running thence with the common line of said lots N 64-28-00 W 221.33 feet to an iron pin, the joint rear corner of Lots 45 and 46, thence turning and running N 41-59-10 E 147.48 feet to an iron pin, the joint rear corner of Lots 44 and 45; thence with the common line of said lots S 48-00-50 E 200 feet to an iron pin on the northwesterly side of Crosscreek Lane; thence with the northwesterly side of Crosscreek Lane S 41-59-10 W 85.98 feet to an iron pin, the point of beginning.

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 for the term of the guaranty policy the sum of 1/48 of 1% of the original amount of this loan in payment of the mortgage guaranty insurance covering this loan and on his failure to pay it, the mortgagee may advance it for the mortgagor's amount and collect it as part of the debt secured by the mortgage.

The mortgagors agree to maintain guaranty insurance in force until the loan balance reaches 75% or less of the original appraisal or sales price, whichever is less, and

BOOK 66 PAGE 608
BOOK 1339 PAGE 624

PAY AND RECEIVED IN FULL
THIS 16 DAY OF May 1979

FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION

BY: *James M. Rainy*
CORINNE B. RAINY

LONG, BECK & GASTON

LONG, BECK & GASTON
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