

GREENVILLE CO. S. C.
JAN 17 3 50 PM '78
CLERK OF SUPERIOR COURT
GREENVILLE S. C.

First Mortgage on Real Estate

MORTGAGE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: J. WESLEY DAVIS, JR. AND

MYRA H. DAVIS

(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 FIFTY SEVEN THOUSAND FIVE HUNDRED AND NO/100----- DOLLARS

(\$ 57,500.00), 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 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, on the northeastern side of Sugar Creek Lane, being shown and designated as Lot No. 137 on Plat of Sugar Creek, Map No. 4, Section 1, prepared by C. O. Riddle, RLS, dated August 5, 1974, recorded in Plat Book 5D at page 72 and being described, according to said plat, more particularly, to wit:

BEGINNING at an iron pin at the joint front corner of Lots No. 137 and 138 on the northeastern side of Sugar Creek Lane and running thence along the common line of said lots, N. 64-15-15 E., 176 feet to an iron pin at the joint rear corner of said lots; thence S. 27-25-13 E., 50 feet to an iron pin; thence S. 18-46-31 E., 90 feet to an iron pin at the joint rear corner of Lots No. 136 and 137; thence along the common line of said lots, S. 66-10 W., 90.4 feet to an iron pin at the joint front corner of said lots on the northeastern side of the cul-de-sac of Sugar Creek Lane; thence along said cul-de-sac, N. 60-13-47 W., 59.72 feet to an iron pin; thence N. 66-54-00 W., 50 feet to an iron pin; thence N. 36-51 W., 50.30 feet to an iron pin, the point of beginning.

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DERIVATION: Deed of Cothran and Darby Builders, Inc., recorded January 16, 1978 in Deed Book 1071 at page 925.

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.

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