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Box 1268, Greenville,

SC 29602 17 2 25 PM '78  
DONNIE S. TANKERSLEY  
R.M.C.

BOOK 1426 PAGE 238

First Mortgage on Real Estate

**MORTGAGE**

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Kilby P. Smith, III and Patricia A. Smith  
(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 Thousand and no/100-----DOLLARS

(\$ 50,000.00--- ), 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,

All that piece, parcel or lot of land lying in the State of South Carolina, County of Greenville, shown as Lot 52 on plat of Pelham Estates, recorded in Plat Book PPP at pages 28 and 29 and having such courses and distances as will appear by reference to said plat and as follows:

BEGINNING at an iron pin on Jamestown Drive, joint front corner of Lots 52 and 53 and running thence N. 45-59 E. 220.3 feet to an iron pin, joint rear corner of said lots; thence with joint line of Lots 51 and 52, N. 51-18 W. 275.9 feet to an iron pin on Jamestown Drive; thence along Jamestown Drive, the following courses and distances: S. 31-17 W. 34.2 feet, S. 22-05 W. 67.7 feet, S. 5-15 W. 50 feet, S. 8-47 E. 50 feet, S. 22-49 E. 50 feet, S. 36-51 E. 50 feet and S. 44-01 E. 67.6 feet to the point of beginning.

Being the same property conveyed by Nicholas M. Lazzo by deed recorded October 12, 1971 in Deed Book 927 at page 287.

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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 fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

(CONTINUED ON NEXT PAGE)

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