

FILED
GREENVILLE CO. S. C.

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BOOK 1438 PAGE 315

CONNIE S. TANNERSLEY
R.M.C.

First Mortgage on Real Estate

MORTGAGE

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

TO ALL WHOM THESE PRESENTS MAY CONCERN:

NELSON & PUTMAN BUILDERS, A PARTNERSHIP
(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 Sixty four thousand & 00/100----- DOLLARS

(\$ 64,000.00), 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 29 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

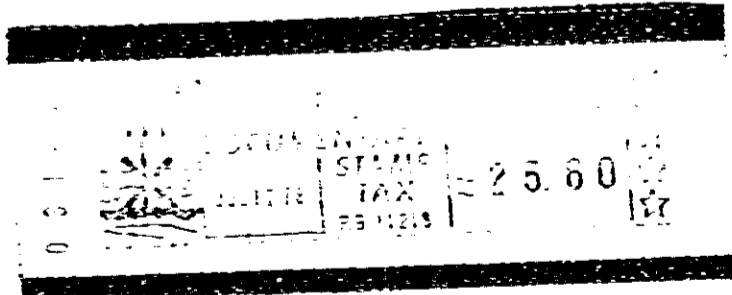
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced or readvanced to or for the Mortgagor's account, including advances made by the Mortgagee on other or no security:

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 shown and designated as Lot No. 40, on a Plat of HOLLY TREE PLANTATION, PHASE II, SECTION II, made by Piedmont Engineers and Architects, Surveyors, dated January 10, 1974, recorded in the RMC Office for Greenville County, S.C., in Plat Book 5-D, pages 47 and 48, and having, according to said plat the following metes and bounds description.

BEGINNING at an iron pin on the northwestern side of Holly Tree Lane, joint front corner of Lots 39 and 40; thence with joint line of said lots N. 23-01 W., 160 feet to an iron pin, joint rear of said lots; thence with rear of Lot 40 the following: N. 66-59 E., 75.2 feet and N. 61-57 E., 62.0 Feet to an iron pin; thence S. 23-01 E., 165.4 ft to an iron pin on northwestern side of Holly Tree Lane; thence with Holly Tree Lane, S. 66-59 W, 137.0 feet to an iron pin, the point and place of beginning.

This being the same property conveyed to mortgagor by deed of Holly Tree Plantation, a Partnership, dated July 14, 1978, recorded in the RMC Office for Greenville County, S.C., in Deed Book 1083 at Page 265.



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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