Second First Mortgage on Real Estate

MORTGAGE

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

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TO ALL WHOM THESE PRESENTS MAY CONCERN:

(hereinalter referred to as Mortgagor) SEND(S) GREETING:

Nancy I Avery

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

Twelve thousand, five hundred fifty and 20/100----- DOLLARS

(\$ 12,550.20), 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 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 Mortgagor at any time for advances made to or for his account by the Mortgagor, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagor at and before the scaling 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 Mortgagoe, 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 50 on plat of Section 2 of Pelham Estates, recorded in Plat Book PPP at Page 119 and having such courses and distances as will appear by referece to said plat.

Being the same property conveyed by James L. Sanderson to grantor and grantee by deed recorded October 3, 1969 at Deed Book \$77, page 114.

The above conveyance is subject to all rights of way, easements and protective covenants affecting same appearing upon the public records of Greenville County and specifically as set out in Reed recorded in Reed Book 877 at page 114.

As part of the consideration for the foregoing conveyance, the grantee assumes and agrees to pay the outstanding balance due on a note and mortgage to Fidelity Federal Savings and Loan Association, recorded in Mortgage Book 1101 at page 259, having a present balance due of \$24,520.91.

This is the same property conveyed by deed of Frank S. Avery, Jr. dated 11/22/76 recorded 12/9/76 in volume 1047 at page 609.

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 formation.

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