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First Mortgage of Real Estate

MAY 7 1979 MORTGAGE

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7,8,9,10,11,12,1,2,3,4,5,6

STATE OF SOUTH CARDINAL 3,4,5,6

COUNTY OF GREENVILLE

VCL 1400 Prot 581

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Ervin W. Elliott and

Jean P. Elliott

THE PROPERTY OF THE PARTY OF TH

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(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

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 (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 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 certain piece, parcel or lot of land, with the buildings and improvements thereon, lying and being on the Easterly side of Henderson Street, in City View, near the City of Greenville, South Carolina, being designated as Lot No. 33 of Block "C" on a plat made by W. A. Adams and recorded in the RMC Office for Greenville County, S. C. in Plat Book "A", page 460, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Easterly side of Henderson Street, corner of Lot No. 34, and running thence with the line of said lot S 89-30 E 155 feet to a point in the line of Lot No. 24; thence along the rear line of Lots No. 24 and 25 S. 00-30 W 50 feet to an iron pin, rear corner of Lots No. 32 and 33, thence along the common line of said Lots N 89-30 W 155 feet to an iron pin on Henderson Street; thence along the Easterly side of Henderson Street N 00-30 E 50 feet to the point of beginning.

DERIVATION CLAUSE:

This is the same property conveyed by Wilmont Realty Company by deed dated 7-17-53 recorded 7-17-53 in Volume 482 at page No. 137.

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 are than the usual household furniture, be considered a part of the real estate.

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