

GREENVILLE CO. S.

1340 891

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
MAY 10 1975  
DONNIE S. TANKERSLEY  
R.M.S.

INDEMNITY AGREEMENT  
AND  
REAL ESTATE MORTGAGE

WHEREAS, Cely Construction Company, Inc. of Greenville, S. C. has this 27 day of May, 1975 co-signed as a guarantor a note by Gladys Shumate Byrd to the Fidelity Federal Savings & Loan Association of Greenville, S. C. of even date herewith in the amount of \$3,000.00/a home improvement loan for the benefit of the said Gladys Shumate Byrd, who is receiving all the proceeds from the said loan; and

WHEREAS, Gladys Shumate Byrd, in consideration of Cely Construction Company, Inc.'s co-signing or guaranteeing said construction loan hereby desires to secure, protect and agrees to indemnify Cely Construction Company, Inc. in the event that Cely Construction Company, Inc. is required to pay any part or all of said home improvement loan in the amount of \$3,000.00.

NOW, THEREFORE, I, Gladys Shumate Byrd, in consideration of the premises above recited and in consideration of Cely Construction Company, Inc.'s lending its name and credit to a home improvement loan which I am receiving from Fidelity Federal Savings & Loan Association of Greenville, S. C. in the amount of \$3,000.00, do hereby grant, bargain, sell and assign to Cely Construction Company, Inc., its successors and assigns, by way of mortgage the premises hereinafter described:

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 Lot No. 3 of Enoree Annex, a subdivision of land represented by a plat recorded in Plat Book F at Page 156 in the RMC Office for Greenville County, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING At corner of Lot 2 on west side of Minus Street, and thence N. 68-15 W. 148 feet; thence S. 56-45 W. 26 feet to corner of Lot 4; thence S. 60-30 E. 154 feet to Minus Street; thence with the west side of Minus Street, N. -3-30 E. 43.3 feet to the beginning corner.

It is understood and agreed that this instrument is to constitute a mortgage lien over the above-described premises and is to remain in full force and effect until the above improvement loan is paid by me in full and in the event that I fail to pay said loan in accordance with



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