GREENVILLE CO. S. C.

Oct 28 10 38 MI '78

DONNIE S. TANKERSLEY R.H.C.

First Mortgage on Real Estate

500K 1381 FASE 337

O-

MORTGAGE

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

RICHARD D. MITCHELL

and ELISABETH M. MITCHELL

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

(\$51,500,00), 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 25 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, City of Greenville, on the east side of West Avondale Drive, being the greater portion of the lot known as Lot No. 24 in Block G of Utopian Developing Co., a plat of which is recorded in the R. M. C. Office for Greenville County in Plat Book G at Page 136, specifically shown on a plat designated "Survey for Mrs. J. G. Arnold, Sr.," prepared by Carolina Engineering & Surveying Co., dated April 10, 1969, which plat is recorded in the R. M. C. Office for Greenville County in Plat Book 5W at Page 52, and having according to said plat the following metes and bounds:

BEGINNING at an iron pin on the east side of West Avondale Drive, which iron pin is the front joint corner of Lots 24 and 25, which iron pin is also 238 feet, more or less, from the intersection of West Avondale Drive and North Main Street, and running thence along the east side of West Avondale Drive, N. 10-16 E. 100.7 feet to the joint front corner of Lots 23 and 24; thence along the joint line of Lots 23 and 24, S. 74-40 E. 173.9 feet to an iron pin in the western edge of a 12-foot alley; thence along the western edge of said 12-foot alley, S. 12-20 W. 78 feet to an iron pin, which iron pin is 22 feet north of the original rear joint corner of Lots 24 and 25; thence N. 82-22 W. 166.5 feet to the point of beginning.

Derivation: Deed of Mrs. J. G. Arnold, Sr., by her Attorney-in-Fact, J. G. Arnold, Jr. to the Mortgagors recorded July 31, 1969 in Deed Book 873 at Page 33.

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.

59

ដ