

MAY 3 2 53 PM '77

DONNIE S. TANKERSLEY
R.M.C.

BOOK 1396 PAGE 468

First Mortgage on Real Estate

MORTGAGE

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

TO ALL WHOM THESE PRESENTS MAY CONCERN: TERRY L. MADDUX AND JUDITH L. MADDUX

(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 FIFTY-TWO THOUSAND FOUR HUNDRED AND NO/100-----DOLLARS

(\$ 52,400.00), 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 THIRTY (30) 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 all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, in the City of Mauldin, being known and designated as Lot No. 38 on plat of Forrester Woods, Section 7, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 5-P, at pages 21 and 22, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin joint front corners Lots 38 and 39 on the Eastern side of Piney Grove Road running thence up the joint line of Lots 38 and 39 S. 77-54 E. 195 feet to an iron pin; running thence along the rear lines of Lots 47 and 48 N. 19-48 E. 180.2 feet to an iron pin; running thence N. 72-12 W. 100 feet to an iron pin at the corner of Lots 37 and 38; running thence down the joint line of said lots S. 54-35 W. 151 feet to the Piney Grove Road cul de sac; running thence around said cul de sac, the chord of which is S. 5-51 W. 45 feet to a point; thence continuing with said cul de sac, the chord of which is S. 46-55 W. 39.5 feet to the point of beginning.

Derivation: Deed Book 1055, Page 895, - Rosamond Enterprises, Inc. 5/3/77.

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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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