

RECORDS

GREENVILLE CO. S. C.

3 3 26 PM '77

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1374 367

First Mortgage on Real Estate

JOHN F. TOWNERSLEY

MORTGAGE

MAY 1 1977

WITNESSES: *Thay* and *Sharon*

FILED
GREENVILLE CO. S. C.
MAY 11 1 43 PM 1977
DORRIS R. M. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

ALL WHOM THESE PRESENTS MAY CONCERN: William V. Foulz and Carol H. Foulz

James S. Anderson

33178 (hereinafter referred to as Mortgagee) SEND(S) GREETING:

WHEREAS, the Mortgagee is well and truly indebted unto FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, GREENVILLE, S. C., (hereinafter referred to as Mortgagee) in the sum of Twenty-eight Thousand and No/100-----DOLLARS

(\$ 28,000.00), as evidenced by the Mortgagee'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 twenty-five 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 Mortgagee may hereafter become indebted to the said Mortgagee for such further sums as may be advanced or readvanced to or for the Mortgagee's account, including advances made by the Mortgagee on either or no security;

NOW, KNOW ALL MEN, That the Mortgagee, in consideration of the aforesaid debt, and in order to secure the payment thereof and of any other and further sums for which the Mortgagee 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 Mortgagee 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, in Butler Township, near the City of Greenville, and being known and designated as Lot No. 25 of McSEAIN GARDENS Subdivision, plat of which is recorded in the FMC Office for Greenville County in Plat Book 88 at Page 75, and having, according to said plat, the following metes and bounds, to-wit:

Beginning at a point on the northeastern side of Shannon Drive at the joint corner of Lots 24 and 25 and running thence N. 43-40 E. 170.4 feet to a point at the joint rear corner of Lots 24 and 25; thence S. 45-20 E. 108.7 feet to a point on the western side of Mimosa Drive at the joint corner of Lots 25 and 26; thence with the western side of Mimosa Drive, S. 13-02 W. 64.3 feet to a point; thence continuing with the western side of Mimosa Drive, S. 05-30 W. 126 feet to a point; thence following the curvature of the intersection of Shannon Drive with Mimosa Drive (the chord of which is S. 69-57 W. 17.5 feet) to a point; thence with the northeastern side of Shannon Drive, N. 46-20 W. 210.2 feet to the point of beginning.

This is the same property as that conveyed to the Mortgagees herein by deed from Jimmie D. Geyer and Eleanor J. Geyer, dated August 2, 1976, and recorded in the FMC Office for Greenville County, on August 3, 1976.

Mortgagees' address is P. O. Box 1268, Greenville, South Carolina 29602.

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