

11. 2588

FILED
GREENVILLE CO. S. C.
SEP 3 10 01 AM '77
MORTGAGE

BOOK 1377 PAGE 34

First Mortgage on Real Estate

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

TO ALL WHOM THESE PRESENTS MAY CONCERN:

MICHAEL J. GANS and LINDA R. GANS (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 FOUR THOUSAND TWO HUNDRED AND NO/100----- DOLLARS

(\$ 4,200.00-----), 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 two (2) 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, being known and designated as Lot No. 146, Part Two, Section IV, Chanticleer, a plat of which is recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 4F, Page 20, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Chapman Road at the joint front corner of Lots Nos. 145 and 146, and running thence with the joint line of said lots, S 65-48 W 132 feet to an iron pin; thence S 54-28 W 70 feet to an iron pin; thence S 40-09 E 199.9 feet to an iron pin at the joint rear corner of Lots Nos. 146 and 147; thence with the joint line of said lots, N 41-09 E 187.7 feet to an iron pin at the joint front corner of said lots, in the western side of Chapman Road; thence with the western side of Chapman Road, N 40-15 W 65 feet to an iron pin; thence continuing with the western side of Chapman Road, N 30-14 W 65.6 feet to the point of beginning.

This mortgage is junior in rank to the mortgage executed by the mortgagors to Fidelity Federal Savings and Loan Association, recorded in said R.M.C. Office in Mortgage Book 1261, Page 384. (Re-recorded in Mortgage Book 1266, Page 517).

Being the same conveyed to the mortgagors by deed of John R. Fuzia, dated October 16, 1972, recorded in said R.M.C. Office in Deeds Book 958, Page 41.



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.

0034

4328 RV-2