

P.O. Box 1268
Greenville, S.C.

GREENVILLE CO. S.C.

First Mortgage on Real Estate

MORTGAGE

BOOK 1399 PAGE 281

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Mortgagee's address: P O Box 1268, Greenville, SC

TO ALL WHOM THESE PRESENTS MAY CONCERN: Roger A. Hard

(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

Eighty-four Thousand and No/100 ----- DOLLARS
(\$ 84,000.00), 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 15 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 Lots 38, 39 and a major portion of Lot 40 as shown on plat of property of W.C. Cleveland, prepared by R.E. Dalton, Surveyor, dated March 14-21, 1910, recorded in Plat Book "B" at Page 11 of the RMC Office for Greenville County, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southern side of Poinsette Avenue at the joint front corner of Lots 37 & 38 and running thence, S 26-59 W 172.5 feet to an iron pin at the joint rear corner of Lots 37 and 38 and a point in common with an alley; thence, S 63-01 E along the rear line of Lots 38, 39 and 40 and along an alley 187 feet to a point in line of Lot 40; thence with a new line through Lot 40, N 26-59 E 172.5 feet to a point on Poinsette Avenue in the front line of Lot 40; thence, N 63-01 W 187 feet along Poinsette Avenue to the point of beginning.

This being the identical property known as McPherson Park Horizontal Property Regime as seen in Master Deed dated May 13, 1974 and recorded in Deed Book 999, Page 537 through 607, and according to survey and plat recorded in Plat Book 5-F at Page 52.

LESS, HOWEVER: Units 1-A, 5-E, 6-F, 7-G, 8-H, 13-M and 14-N heretofore conveyed to others by Roger A. Hard Associates, a partnership. The remaining unites in the McPherson Park Horizontal Property Regime, owned by Roger A. Hard, are Units 2-B, 3-C, 4-D, 9-I, 10-J, 11-K and 12-L.

This is the same property conveyed to Roger A. Hard by deed of Roger A. Hard Associates, a partnership, dated May 30th, 1977 and recorded of even date herewith.

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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