

First Mortgage on Real Estate

FILED
GREENVILLE CO. S. C.
OCT 23 3 35 PM '70
OLLIE FARNSWORTH
MORTGAGE

BOOK 1170 PAGE 321

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

RACKLEY-HAWKINS, LTD.

(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 Twenty-one thousand and no/100 ----- DOLLARS (\$ 21,000.00), with interest thereon at the rate of eight (8) per cent per annum as evidenced by the Mortgagor's note of even date herewith payable as therein stated, or as hereafter modified by mutual agreement, in writing, the final maturity of which is twenty (20) 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, in the Town of Mauldin, on the West side of Calix Court, being shown and designated as Lot No. 37 on plat of HILLSBOROUGH Section 1 made by Jones Engineering Services dated April 1969, recorded in the RMC Office for Greenville County, S. C. in Plat Book WW, page 56, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the Western side of Calix Court at the joint front corner of Lots Nos. 36 and 37 and running thence along the common line of said lots, N. 66-21 W., 133 feet to an iron pin; thence N. 14-24 E., 199.5 feet to an iron pin; thence S. 59-16 E., 175 feet to an iron pin at the corner of Lot No. 38; thence with the line of said lot, S. 12-04 W., 128.3 feet to an iron pin on Calix Court; thence with the curve of the Western side of Calix Court, the chord of which is S. 58-06 W., 60 feet to an iron pin, the beginning corner.

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.

for Modification and Assumption Agreement see Q. & M. Book 1177 page 37.