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OLLIE FARNSWORTH  
R. M. C.

BOOK 1170 PAGE 345

First Mortgage on Real Estate

**MORTGAGE**

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

J. MILTON SMEAK and  
BRAXTON M. CUTCHIN, III. (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 **Sixteen Thousand and No/100ths** ----- DOLLARS (\$ 16,000.00 ), with interest thereon at the rate of **eight** 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 **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, in the City of Greenville, on the Southwestern side of Augusta Road at the intersection of said Augusta Road and W. Tallulah Drive being known and designated as a portion of Lot No. 3 on a plat of property of H.L.S. Investment Co., dated May 19, 1937, prepared by Dalton & Neves, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book D at page 225 and according to said plat being more particularly described as follows:

BEGINNING at an iron pin on the Southwestern side of Augusta Road at the Southwestern corner of the intersection of Augusta Road and W. Tallulah Drive and running thence with the Southwestern side of Augusta Road S. 24-35 E. 65 feet to an iron pin at the joint front corner of Lots 3 and 4; thence with the joint line of Lots 3 and 4 S. 55-50 W. 188 feet to an iron pin; thence N. 24-35 W. 65 feet to an iron pin on the Southern side of W. Tallulah Drive; thence with the Southern side of W. Tallulah Drive N. 55-50 E. 188 feet to an iron pin on Augusta Road, the point of beginning.

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.