

FILED
GREENVILLE CO. S. C.

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CONVIE S. TANKERSLEY
R.M.C.

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First Mortgage on Real Estate

MORTGAGE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: EARL B. SMITH & JANICE B. SMITH

(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 Fifty-four Thousand and No/100-----DOLLARS

(\$ 54,000.00), 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 thirty (30) 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, on Kenilworth Drive, at the southeastern corner of the intersection of Kenilworth Drive and Aberdare Lane, and being shown and designated as Lot 89 on a plat of Kingsgate by Piedmont Engineers and Architects recorded, in the RMC Office for Greenville County in Plat Book WWW, Pages 44 and 45, and having according to said plat the following metes and bounds, to-wit:

Beginning at a point on the southern side of Kenilworth Drive, joint front corner of Lots 88 and 89, and running thence along the common line of said Lots S. 18-30 E. 150.4 feet to a point in line of Lot 90, joint rear corner of Lots 88 and 89; thence along rear line of Lot 90 S. 66-25 W. 127.3 feet to a point on the eastern side of Aberdare Lane; thence along said Aberdare Lane N. 38-16 W. 181.7 feet to a point at the intersection of Aberdare Lane and Kenilworth Drive; thence N. 21-25 E. 25.3 feet to a point on the southern side of Kenilworth Drive; thence along said Kenilworth Drive N. 81-05 E. 174.7 feet to the point of beginning.

This being the same property conveyed to the Mortgagors herein by deed of Richard C. Pettit and Norma F. Pettit dated Aug. 25, 1977 and recorded Aug. 25, 1977 in the RMC Office for Greenville County in Deed Book 1043 at Page 390

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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