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First Mortgage on Real Estate

MORTGAGE

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

TO ALL WHOM THESE PRESENTS MAY CONCERN: HENRY MURRAY DAVIS, III AND

CAROL F. DAVIS----- (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 THIRTY SEVEN THOUSAND AND NO/100----- DOLLARS

(\$ 37,000.00), 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 25 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 W-25, Section 4 West, Whippoorwill Development Corporation, as shown on plat recorded in the RMC Office for Greenville County in Plat Book 4-R, Page 26, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the intersection of Meadowlark Lane and Meadowlark Circle and running thence S. 68-50 E., 206 feet to an iron pin on Meadowlark Circle; running thence with said Circle S. 41-30 E., 45.9 feet to an iron pin, joint corner of Lots W-25 and W-26; running thence along the rear of Lot W-25 N. 14-10 W., 160 feet to an iron pin; thence still along the rear of Lot W-25 N. 26-35 E., 231 feet to an iron pin, joint corner of Lots W-25 and W-24; thence with the common line of said Lots S. 63-25 W., 36 feet to an iron pin joint front corner of said Lots on Meadowlark Lane; running thence with said Lane S. 2-12 E., 40.2 feet to an iron pin; running thence still with said Lane S. 21-10 W., 176.2 feet to an iron pin at the intersection of Meadowlark Lane and Meadowlark Circle; thence S. 2-50 E., 35.4 feet to an iron pin, the point of beginning.

This is the identical property conveyed to the mortgagors by deed of Charles C. Fayssoux recorded in the RMC Office for Greenville County in 1041, Page 813 dated August 26, 1976.

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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