

X

FILED GREENVILLE CO. S. C.

MAY 30 11 50 AM '78

BOOK 1433 PAGE 522

First Mortgage on Real Estate

MORTGAGE MINNIE S. TANKERSLEY R.M.C.

STATE OF SOUTH CAROLINA } COUNTY OF GREENVILLE }

TO ALL WHOM THESE PRESENTS MAY CONCERN: DAVID LATHAN MIMS, JR. AND

ANIDA P. MIMS

(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 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,

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, situate on the northeastern side of Strange Road, being shown as Lot No. 33 on plat of Section 2 of Sheffield Forest Subdivision prepared by Carolina Engineering Service and recorded in Plat Book BBB at page 61 in the R.M.C. Office for Greenville County and having according to said plat the following metes and bounds:

BEGINNING at an iron pin on the northeastern side of Strange Road at the joint front corner of lot 32 and lot 33 and running thence with lot 32 N. 18-33 E. 150 feet to an iron pin at the joint rear corner of lot 32 and 33; thence S. 71-27 E. 100 feet to an iron pin at the joint rear corner of lot 33 and lot 34; thence with lot 34 S. 18-33 W. 150 feet to an iron pin on Strange Road; thence with said Road, N. 71-27 W. 100 feet to the point of beginning.

Derivation: Deed Book 1080, Page 19 - David Lathan Mims, Jr., and Anida P. Mims 5/30/78

"IN addition to and together with the monthly payments of principal and interest under the terms of the Note secured hereby, the mortgagor promises to pay to the mortgagee a monthly premium necessary to carry private mortgage guaranty insurance until the principal balance reaches 80% of the original sales price or appraisal, whichever is less. The estimated monthly premium for the first nine years will be .02% of the original amount of the loan. The estimated monthly premium for each year thereafter will be .01% of the original principal balance of this loan. The mortgagee may advance this premium and collect it as part of the debt secured by the mortgage if the mortgagor fails to pay it."

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.

GCTO 1 M33078 1431 .0001

2250

4328 RV-2