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First Mortgage on Real Estate

SGINNE S. TANKERSLEY

<sup>~</sup>MORTGAGE

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: We, Ralph E. Mullinax and Linda B. Mullinax

(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

Sixty-Two Thousand and No/100----- DOLLARS

(\$ 62,000.00 ), 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 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 No. 10 of a subdivision known as River Downs, according to a plat thereof prepared by Piedmont Engineers, Architects and Planners, dated July 17, 1974, and recorded in the R. M. C. Office for Greenville County in Plat Book 4-R at Pages 75 and 76 and having, according to said plat, the following metes and bounds, to-wit:

"BEGINNING at an iron pin on the western side of Shetland Way at the joint front corner of Lots No. 9 and 10 and running thence with the joint line of said lots N. 61-49 W. 195.78 feet to an iron pin in the rear line of Lot No. 7; thence with the rear line of Lot No. 7 S. 31-00 W. 60 feet to an iron pin at the corner of Lot No. 6; thence with the rear lines of Lot No. 6 S. 37-00 W. 45 feet to an iron pin at the joint rear corner of Lots No. 10 and 11; thence with the joint line of said lots S. 49-31 E. 226.31 feet to an iron pin on the western side of Shetland Way, joint front corner of Lots No. 10 and 11; thence with the western side of Shetland Way, following the curvature thereof N. 31-03 E. 58 feet; N. 21-01 E. 65 feet; and N. 9-06 E. 32 feet to the point of beginning."

The above described property is the same conveyed to the mortgagors by Phillip W. Jones by deed recorded in the R. M. C. Office for Greenville County on March 6, 1978 in Deed Vol. 1074, at Page 705.

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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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