

APR 4 11 35 AM 1955

BOOK 558 PAGE 531

## MORTGAGE

STATE OF SOUTH CAROLINA, }  
COUNTY OF GREENVILLE } ss:

To ALL WHOM THESE PRESENTS MAY CONCERN:

We, James William Smith and Lola S. Smith of  
Greenville, South Carolina, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto  
Fidelity Federal Savings & Loan Association

, a corporation  
organized and existing under the laws of United States of America, hereinafter  
called the Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which  
are incorporated herein by reference, in the principal sum of Fifty-Eight Hundred Fifty and No/100  
Dollars (\$5850.00), with interest from date at the rate of Four & One-Fourth per centum  
(4 1/4 %) per annum until paid, said principal and interest being payable at the office of Fidelity  
Federal Savings & Loan Association in Greenville, S.C.,  
or at such other place as the holder of the note may designate in writing, in monthly installments of  
Thirty-Six and 27/100- - - Dollars (\$ 36.27),  
commencing on the first day of May, 19 53, and on the first day of each month there-  
after until the principal and interest are fully paid, except that the final payment of principal and interest,  
if not sooner paid, shall be due and payable on the first day of April, 19 73.

Now, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt and for better  
securing the payment thereof to the Mortgagee, and also in consideration of the further sum of Three  
Dollars (\$3) 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, the following-described real estate situated in the County of Greenville,  
State of South Carolina: in the City of Greenville, being known and designated as a part  
of lot No. 10 as shown on a plat of the Joe E. Hall Estate, recorded in Plat Book C  
at Page 90, and being more particularly described according to a recent survey of  
J. C. Hill as follows:

BEGINNING at an iron pin in the Western side of Carter Street, which pin  
is 357 feet Southwest of the intersection of Carter Street and Ackley Road, at the  
joint front corner of lots 9 and 10, and running thence with line of lot 9, S. 70-45  
W. 99.8 feet to an iron pin; thence S. 1-30 W. 50 feet to an iron pin; thence N.  
70-45 E. 99.4 feet to an iron pin in the Western side of Carter Street; thence with  
said Street, N. 2 E. 50 feet to the point of beginning. Being the same property  
conveyed to the mortgagors by W. H. Hamby by deed to be recorded herewith.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belong-  
ing 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 equipment now or hereafter  
attached to or used in connection with the real estate herein described.

To HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its successors and  
assigns forever.

The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple  
absolute, that he has good right and lawful authority to sell, convey, or encumber the same, and that the