

First Mortgage on Real Estate

## **MORTGAGE**

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Fred E. Foy, Jr.

(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

Twenty Thousand and No/100

(\$20,000.00

), with interest thereon at the rate of 6 1/2

per cent per annum as evidenced by the Mortgagor's note of even date herewith payable as therein stated, or as hereafter modified by mutual agreement, in writing, the final maturity of which is

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 40, Colvin Road, as shown on plat of Heritage Hills, recorded in Plat Book YY at Page 187, and having according to said plat the following metes and bounds, to wit:

"BEGINNING at an iron pin on the southeastern side of Colvin Road, joint front corner of Lots 39 and 40, and running thence with line of Lot 39, S. 9-45 E. 170 feet to an iron pin in the center of Duke Power Company right of way; thence with center of said right of way, N. 80-15 E. 105 feet to the joint rear corner of Lots 40 and 41; thence with line of Lot 41, N. 9-45 W. 170 feet to iron to iron pin on Colvin Road; thence with said Road S. 80-15 W. 105 feet to the point of beginning."

This property is conveyed subject to recorded restrictions for Heritage Hills, recorded in Deed Book 551 at Page 77. Also, it is conveyed subject to Duke Power Company right of way which runs across the rear of the lot.

The mortgagor agrees that after the expiration of 10 years from the date hereof, the mortgagee may at its option apply for mortgage insurance for an additional period of 5 years with the mortgage insurance company insuring this loan, and the mortgagor agrees to pay to the mortgagee as premium for such insurance one-half of one per cent of the principal balance then existing.

Together with all and singular the rights, members, hereditainents, 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.

THIS 9th DAY OF LUNE 170

FIDELITY FEDERAL SAVINGS & LOAN ASSO

WITNESS:

Catherine G. Faysoux

Piggy Marris

Iv. Loan Suice Officer

SATISFIED AND CANCELLED OF RECORD

DAY OF LUNE 19 70

R. M. C. FOR GREENVILLE COUNTY, S. C.

AT 1:13 O'CLOCK M. NO. 2770