2004 1398 FASE 393

First Mortgage on Real Estate

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## MORTGAGE

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: DAVID SMITH BUILDERS, INC.,

(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 Nine Thousand Three Hundred Fifty and No/100 ----- DOLLARS

(\$ 9,350.00 ), 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 **fourteen** 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 Lots 19 and 20, Section A, Stone Estates, according to the plat thereof recorded in the RMC Office for Greenville County in Plat Book "G" at page 292 and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the western side of Druid Street at the joint front corner of Lots 20 and 21, Section A, and running thence N. 78-38 W. 125 feet to an iron pin; thence S. 11-22 W. 50 feet to an iron pin; thence S. 78-38 E. 125 feet to an iron pin on the western side of Druid Street; thence N. 11-22 E. 50 feet to the point of beginning.

The above-described property is the same acquired by the Mortgagor by deed from Jerry L. Hawkins and Brenda T. Hawkins, dated May/9,
1977 and recorded on May 9.3, 1977 in Deed Volume, of 7 at page 3.8,
RMC Office for Greenville County, South Carolina.

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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