FILED
GREENVILLE CO. S. C.
JUL 22 4 39 PM '77
DONNIE S. TANKERSLEY
R.H.C.

1401 PG. 917

First Mortgage on Real Estate

# MORTGAGE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: JACQUELYN M. YEARICK

(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-EIGHT THOUSAND FOUR HUNDRED and NO/100ths----------DOLLARS ($28,400.00 ), 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 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,

Unit No. 15-A in Briarcreek Condominiums, Horizontal Property Regime, situate on or near the Southerly side of Pelham Road in the City of Greenville, County of Greenville, State of South Carolina, as more particularly described in Master Deed and Declaration of Condominium, dated September 20, 1972, and recorded in the R. M. C. Office for Greenville County, South Carolina, in Deed Book 956 at page 99 and Certificate of Amendment, dated November 29, 1973, and recorded in the R. M. C. Office for Greenville County, South Carolina, in Deed Book 989 at page 205.

The within conveyance is made subject to the reservations, restrictions and limitations on use of the above described premises and all covenants and obligations set forth in Master Deed and Declaration of Condominium, dated September 20, 1972, and recorded in the R. M. C. Office for Greenville County, South Carolina, in Deed Book 956 at page 99, as set forth in Certificate of Amendment, dated November 29, 1973, and recorded in the R. M. C. Office for Greenville County, South Carolina, in Deed Book 989 at page 205, and as set forth in the By-Laws of Briarcreek Association, Inc., attached thereto, as the same may hereafter from time to time be amended; all of said reservations, restrictions, limitations, assessments or charges and all other covenants, agreements, obligations, conditions and provisions are incorporated in the within deed by reference and constitute covenants running with the land, equitable servitudes and liens to the extent set forth in said documents and as provided by law, all of which are hereby accepted by the grantee herein and her heirs, administrators, executors and assigns.

See reverse side for additional provisions.

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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