First Mortgage on Real Estate

MORTGAGE

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

James A. Ary and Patricia A. Ary

(hereinaster 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 Forty-four Thousand Seven Hundred and no/100------DOLLARS

(\$ 44,700.00----), 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 thirty 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,

All that piece, parcel or lot of land lying in the State of South Grolina, County of Greenville, being shown as Lot 17 on plat entitled "Revision of Lots 16 and 17 on plat of Botany Woods, Inc.", as recorded in the RMC Office for Greenville County in Plat Book MMM at page 125, and having the following metes and bounds:

BEGINNING at an iron pin on the southerly side of McKinney Lane, said pin being the joint front corner of Lots 16 and 17 on said plat and running thence with line of said lots, S. 43-40 W. 225 feet to an iron pin, joint rear corner of said lots; thence N. 47-31 W. 100.7 feet to an iron pin; thence N. 42-29 E. 210.1 feet to an iron pin on the southerly side of McKinney Lane; thence with the southerly side of McKinney Lane, S. 55-20 E. 106.1 feet to an iron pin at the beginning.

Also: All that piece, parcel or lot of land in said County and State, being a portion of Lots 16 and 17 on the original plat of Botany Woods, Inc., recorded in the RMC Office for Greenville County in Plat Book YY at page 173, and also being shown as Acres 1 and 2 on plat of Property of Leon O. Clayton, dated July 16, 1968, recorded in Plat Book 4 B at page 153 in the RMC Office and having the following metes and bounds: Beginning at an iron pin at the rear corner of the lot above described and running thence with the rear line of Lots 16 and 17 (MMM at 125), S. 47-31 E. 233,7 feet to an iron pin; thence S. 72-39 W. 260.25 feet to an iron pin at corner of Area 3 (Plat Book 4B/153); thence with line of Area 3, N. 47-31 W. 103.6 feet to an iron pin; thence N. 42-29 E. 225 feet to the beginning corner.

Being the same property conveyed by Evelyn T. Darby by deed recorded August 23, 1977 in Deed Book 1063 at page 256.

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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