

FILED  
GREENVILLE CO. S. C.

APR 12 4 01 PM '78

ANNIE S. TANKERSLEY  
R.M.C.  
MORTGAGE

BOOK 1431 PAGE 866

First Mortgage on Real Estate

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WERBER CO., 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 FORTY-EIGHT THOUSAND FOUR HUNDRED & NO/100 -----DOLLARS

( \$ 48,400.00 ), 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 29 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, in or near the City of Mauldin, located on Muscadine Drive, and being shown and designated as Lot No. 22 on a plat entitled "Rustic Estates", dated April 16, 1974, by Piedmont Engineers-Architects-Planners, and recorded in Greenville County Plat Book 4-R, at Page 71, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on Muscadine Drive at the joint front corner of lots 22 and 23 and running thence along the common line of said lots S. 24-10 E. 157.24-feet to a point; thence S. 67-36 W. 120-feet to a point; thence N. 23-47 W. 140.09-feet to a point; thence N. 55-42 E. 40.59-feet to a point; thence N. 59-35 E. 46.51-feet to a point; thence N. 63-30 E. 32.9-feet to the point of beginning.

This being the same property conveyed to the mortgagor by deed of The South Carolina National Bank as recorded in the R.M.C. Office for Greenville County in Mortgage Book 1066, at Page 335 on October 6, 1977.

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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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