FILED JUN 16 1980 ( Dognie S. Tankersley MORTG

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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

Fifth Mortgage on Real Estate

Second

TO ALL WHOM THESE PRESENTS MAY CONCERN: Gilbert F. and Shirley W. Henderson

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgago. is well and truly indebted unto FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, GREENVILLE, S. C., (hereinafter referred to as Mortgagee) in the sum of

Three Thousand Eight Hundred Eighty Nine Dollars & Forty Four Cents

(\$ 3,889.44 ), 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 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, 1 ying and being on the eastern side of Saluda Circle, being shown and designated as Lot 147 , on a plat of Westcliffe, Section III, prepared by Piedmont Engineers and Architects on Dec. 11, 1963, and recorded in the RMC Office for Greenville County in Plat Book JJJ at Pages 72-75, inclusive, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Saluda Circle at the joint corner of Lots 140 and 147 and running thence S. 85-28 E 174.4 feet to an iron pin; thence running S. 39-15 W. 167.9 feet to an iron pin, thence running S. 83-27 W. 125.1 feet to an iron pin on the eastern side of Saluda Circle; thence with Saluda Circle N. 27-03 E. 100 feet to an iron pin; thence continuing with Saluda Circle N. .09-02 E. 70 feet to the point of beginning.

DERIVATION: Deed of Peggy Jean D. Campbell and George H. Campbell, executed December 19, 1974 and recorded December 20, 1974 in the RMC Office for Greenville County in Deed Book 1012 at Page 110,

THIS conveyance is subject to all restrictions, set-back lines, roadways, zoning ordinances, easements and rights-of-way, if any affecting the above described property.

**DERIVATION CLAUSE:** 

This is the same property conveyed by William J. Butler and Margie R. Butler by deed dated 12-21-79, recorded 12-26-79 in volume 1117 at page 880.

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 att

ention of the parties hereto that all such fixred a part of the real estate.



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