FILED GREENVILLE CO. S. C.

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R.H.C

First Mortgage on Real Estate

MORTGAGE

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: Steven D. Jacks and Cathy L. Jacks

cks (hereinafter referred to as Mongagor) SEND(S) CREETING: 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 Thirty-five thousand six hundred and no/100------ DOLLARS

), as evidenced by the Mortgagor's note of even date, bearing interest as stated in setal (\$35,600,00 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, being shown as Lot 367 on a plat entitled DelNorte Estates, Section III, prepared by Piedmont Engineers & Architects, dated May 3, 1971, recorded in the RMC Office of the Greenville County Courthouse in Plat Book 4N at Pages 14 and 15 being described according to said plat, more particularly, to-wit:

BEGINNING at an iron pin on the Western side of Welwyn Court at the joint front corner of Lots 367 and 368 and running thence S39-45 W. 135.7 feet to an iron pin at the joint rear corner of said Lots; thence along the rear line of Lot 367 S 53-00 E 10 feet to an iron pin; thence continuing on said course 140 feet to an iron pin at the joint rear corner of Lots 366 and 367; thence along the common line of said Lots N 6-30 E 153.6 feet to an iron pin on Welwyn Court at the joint front corner of said Lots; thence along Welwyn Court the following courses and distances: N 69-57 W 35 feet, N 29-59 W 35 feet to an iron pin, the point of beginning.

The above described property is the same conveyed to the Mortgagors herein by Deed of Paolo Lilla to be recorded herewith.

In addition to and together with the monthly payments of principal and interest under the terms of the Note secured hereby, the mortgagor