

REGULATION NO. 23
COMPLIED WITH

First Mortgage on Real Estate

GREENVILLE CO. S. C.
JUN 8 9 24 AM '73
GONNE S. TANKERSLEY
R.S.C.

BOOK 1279 PAGE 854

MORTGAGE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

A. JAMES NELSON AND
ELLIS L. DARBY, JR.

(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 Thirty-Six Thousand and No/100 DOLLARS

(\$ 36,000.00), 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 twenty-five 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, at the southeasterly intersection of Indian Trail and East Woodburn Drive, near the City of Greenville, S. C., being known and designated as Lot No. 19 on plat entitled "Final Plat, Seven Oaks", as recorded in the RMC Office for Greenville County, S. C. in Plat Book 4R, page 6, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeasterly side of East Woodburn Drive, said pin being the joint front corner of Lots 19 and 20 and running thence with the common line of said lots S 16-43 E 170.4 feet to an iron pin, joint rear corner of Lots 18 and 19; thence with the common line of said lots S 84-15 W 156.7 feet to an iron pin on the easterly side of Indian Trail; thence with the easterly side of Indian Trail N 5-45 W 83.6 feet to an iron pin at the southeasterly intersection of East Woodburn Drive and Indian Trail; thence with said intersection N 26-32 E 42.2 feet to an iron pin on the southeasterly side of East Woodburn Drive; thence with the southeasterly side of East Woodburn Drive N 58-49 E 172.5 feet to an iron pin, the point of beginning.

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.

For Modification & Assumption Agreement. See RCM Book 1290 page 582