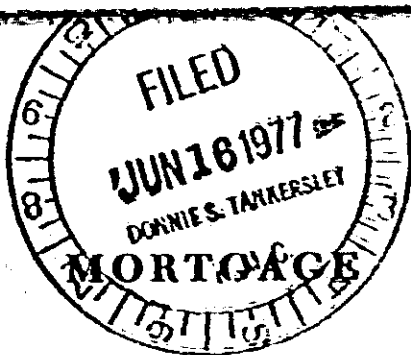


First Mortgage on Real Estate



BOOK 1401 PAGE 333

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: JOHN W. SWINEA and

BARBARA H. SWINEA

(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 eight thousand nine hundred thirty-nine and 28/100 ----- DOLLARS

(\$ 8,939.28), 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 seven 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.

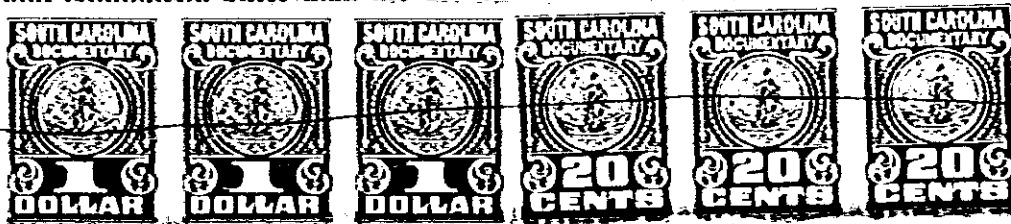
"All that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the Southern side of Tara Avenue, being shown and designated as Lot No. 39 on Map I of CUNNINGHAM ACRES, made by C. O. Riddle, dated March 1966, and recorded in the RMC Office for Greenville County, South Carolina in Plat Book BBB, Page 118, reference to which is hereby craved for the metes and bounds thereof.

The above described property is the same conveyed to the Grantors herein by deed of Imperial Properties, Inc. recorded in the RMC Office for said County and State in DeedBook 957, Page 402 and is hereby conveyed subject to rights of way, easements, conditions, public roads and restrictive covenants reserved on plats and other instruments of public record and actually existing on the ground affecting said property.

This also being the same property received by title of Marion Z. Haggard and Charlotte W. Haggard by deed dated 3-14-73 recorded in volume 970 at page 308 recorded 3-19-73.

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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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