FHA Form No. 2175 m (For use under Sections 203-603) (Revised February 1950)

## **MORTGAGE**

SEP 16 12 31 PM 1950

CLLIE FARNSWORTH R. M.C.

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE

To ALL WHOM THESE PRESENTS MAY CONCERN:

I, Leo W. Sutton

of

Greenville, S. C.

, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto

Fidelity Federal Savings & Loan Association

, a corporation

organized and existing under the laws of South Carolina , hereinafter called the Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, in the principal sum of Seven Thousand and No/100- - - -Dollars (\$7000.00 ), with interest from date at the rate of Four & One-Fourth per centum ( 4 %) per annum until paid, said principal and interest being payable at the office of Fidelity Federal Savings & Loan Association  $_{
m in}$ Greenville, S.C. or at such other place as the holder of the note may designate in writing, in monthly installments of Forty-Three and 40/100----- Dollars (\$ 43.40 commencing on the first day of October , 19 50, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of September

Now, Know All Men, That the Mortgagor, in consideration of the aforesaid debt and for better securing the payment thereof to the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3) 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, the following-described real estate situated in the County of Greenville , State of South Carolina: in Greenville Township, being known and designated as lot No. 34, as shown on a plat of Victor Monaghan Development No. 1, recorded in Plat Book M at Page 39, and being more particularly described according to a recent survey by J. C. Hill, September 8, 1950, as follows:

BEGINNING at an iron pin, on the Northwest side of Monaghan Avenue, which pin is 300.5 feet from the radius point of the intersection of Monaghan Avenue and Forest Circle, and running thence with Monaghan Avenue, S. 24-28 W. 100 feet to an iron pin, joint front corner of lots 34 and 35; thence with joint line of said lots, N. 69-37 W. 202.3 feet to an iron pin; thence N. 19-58 E. 100 feet to an iron pin, joint rear corner of lots 33 and 34; thence with joint line of said lots, S. 69-32 E. 210.1 feet to the point of beginning.

Being the same premises conveyed to the mortgagor by Clarence D. Collins by deed recorded in Volume 402 at Page 470.

ALSO, one National 30 Gallon Electric Water Heater, and 12 venetian blinds, it being the intention of the mortgagor that said chattels shall constitute a part of the real estate.

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 equipment now or hereafter attached to or used in connection with the real estate herein described.

To Have and to Hold, all and singular the said premises unto the Mortgagee, its successors and assigns forever.

The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute, that he has good right and lawful authority to sell, convey, or encumber the same, and that the

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