

WHEREAS, Lila E. Earle, individually and as executrix under the will of M. D. Earle, et al, is indebted to Fidelity Federal Savings & Loan Association, in the sum of \$72,000.00 as evidenced by a separate note of even date and has also agreed to guarantee the payment of the note of R. M. Calne of even date in the sum of \$33,000.00 payable to Fidelity Federal Savings & Loan Association according to its terms as authorized and directed by the decree of Court dated April 11, 1963. (Judgment Roll

MORTGAGE

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: Lila E. Earle, individually and as Executrix under the will of M. D. Earle, deceased, and Marshall D. Earle, Jr., Lilla E. Crumpton, Sarah I. Earle, and all other devisees under the will of M. D. Earle, by E. Inman, Master in Equity (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) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference in the sum of

Seventy Two Thousand and no/100----

DOLLARS (\$ 72,000.00---), with interest thereon from date at the rate of Five and one-half--- per centum per annum, said principal and interest to be repaid in monthly instalments of

Four Hundred Ninety-Five & no/100--- Dollars (\$ 495.00) each on the first day of each month hereafter until the principal and interest are fully paid; each payment to be applied first to payment of interest and then to payment of principal, and

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purpose, 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 East side of Faris Road, known and designated as Tract No. 1 according to a plat of the property of Courtland Apartments, Inc. made by Piedmont Engineering Service, dated March 1, 1963, and recorded in the RMC Office for Greenville County in Plat Book YY at page 109; and having, according to said plat the following metes and bounds:

BEGINNING at an iron pin on the Southeastern side of East Faris Road at the Northwestern corner of Tract 2 and running thence with East Faris Road N. 63-26 E. 19.2 feet to an iron pin; thence N. 27-15 W. 25.0 feet to an iron pin; thence N. 62-45 E. 280.7 feet to the center of a creek; thence with the center of the creek as the line (the traverse being S. 42-24 E. 967.0 feet) to a point; thence S.53-33 W. 193.3 feet to an iron pin; thence S. 47-51 W. 24.85 feet to an iron pin in the center of a street; thence N. 27-35 W. 60.0 feet to an iron pin at the line of Tract 2; thence with Tract 2, N. 2-29 W. 8.9 feet to an iron pin; thence still with Tract 2, N. 43-30 W. 370.6 feet to an iron pin; thence still with Tract 2, N. 43-41 W. 57.4 feet to an iron pin; thence still with Tract 2, N. 51-32 W. 37.9 feet to an iron pin; thence still with Tract No. 2, N. 53-17 W. 479.8 feet to the Beginning corner.

This tract contains 5.08 acres, more or less.

Also an undivided 44.445% interest in and to the following described tract lying along the Southwestern boundary of Tract 1, and known and designated as Tract No. 2 according to said plat of the property of Courtland Apartments, Inc. and having, according to said plat, the following metes and bounds:

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.

(Continued on back)