

GREENVILLE, CO. S. C.
AUG 3 1 07 PM '71
OLLIE FARNSWORTH
R. M. C.

BOOK 1201 PAGE 171

First Mortgage on Real Estate

MORTGAGE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Hoyt L. Walters (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 Thirteen Thousand Seven Hundred and no/100-----DOLLARS (\$ 13,700.00), with interest thereon at the rate of eight per cent per annum as evidenced by the Mortgagor's note of even date herewith payable as therein stated, or as hereafter modified by mutual agreement, in writing, the final maturity of which is 3 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 northern side of Henderson Drive and on the western side of Phillips Drive being shown as a tract containing 5.9 acres on a plat of Brookwood Park Subdivision dated July 8, 1971, prepared by R. B. Bruce recorded in Plat Book _____ at Page _____ in the R.M.C. Office for Greenville County and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Henderson Drive at the corner of property now or formerly belonging to Palmetto Garment Company and running thence with said property N. 9-17 W. 654 feet to an iron pin; thence N. 60-58 E. 222.9 feet to an iron pin on the western side of Phillips Drive; thence with said Drive S. 28-29 E. 290 feet, more or less, to an iron pin on the southern side of Phillips Drive; thence still with said Drive S. 38-38 E. 203 feet to an iron pin; thence still with said Drive S. 42-34 E. 64.3 feet to an iron pin near the intersection of Phillips Drive and Henderson Drive; thence with the curvature of said intersection the chord of which is S. 2-0 E. 37.8 feet to an iron pin on the northern side of Henderson Drive; thence with said Drive S. 19-14 W. 186 feet to an iron pin near a creek; thence still with said Drive S. 48-30 W. 91 feet to an iron pin; thence still with said Drive S. 72-09 W. 88 feet to an iron pin; thence still with said drive S. 80-20 W. 137 feet to the point of beginning.

This is the same property conveyed to the mortgagor by deed of Flora S. Henderson Azalee H. Cooper and Fay H. Sloan, as executrices of the estate of A. L. Henderson.

It is agreed that lots for the above subdivision shall be released for 70% of the sales price of each lot or \$1,500.00 per lot whichever is less.

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.

*File Release Lot 14 Brookwood Park see R. B. Bruce Plat Book 1208 page 64.
File Release Lot 13 Brookwood Park see R. B. Bruce Plat Book 1208 page 64.*