

REGULATION NO. 22
COMPLIED WITH

FILED
GREENVILLE CO. S. C

BOOK 1269 PAGE 137

First Mortgage on Real Estate

MORTGAGE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: William E. Rackley

(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 **Three thousand two hundred fifty and no/100ths----- DOLLARS**

(\$3,250.00), 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 **five (5)** 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 western side of Monaghan Avenue, near the City of Greenville, being shown and designated as Lot No. 35 on plat entitled "Map of Victor-Monaghan Company, a Development No. 1, near Greenville, South Carolina", prepared by Dalton & Neves Engineers, dated December, 1941, and said plat being recorded in the RMC Office for Greenville County in Plat Book M at Page 39 and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Monaghan Avenue at the joint front corner of Lots Nos. 34 and 35 as shown on said plat, and running thence along and with the joint property line of said two Lots, N 69-37 W 202.3 feet to an iron pin; thence S 13-58 W 160 feet to an iron pin at the joint rear corner of Lots Nos. 35 and 36 as shown on the aforesaid plat; thence running along and with the joint property line of the last two mentioned Lots S 82-53 E 137.4 feet to an iron pin on the western side of Monaghan Avenue; thence running along and with the curve of the western side of Monaghan Avenue, the chord of which is N 28-16 E 65 feet to an iron pin; thence continuing with the curve of the western side of Monaghan Avenue, the chord of which is N 57-00 E 70 feet to the beginning point.

This being the identical property conveyed to Mortgagor herein by William A. Hammond by deed recorded in the said RMC Office in Deed Book 722 at Page 291.

For a more particular description see the aforesaid plat.

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 herefrom, 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.