First Mortgage on Real Estate

## **MORTGAGE**

Greenville, S.C. 29602

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

David L. Kay

(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

Twenty-One Thousand and No/100------DOLLARS

(\$ 21,000.00 ), 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 fifteen (15) cars 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,

ALL that piece, parcel or lot of land in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as property of William H. Dean, Jr. according to survey dated October 14, 1954 by Piedmont Engineering Service recorded in Plat Book HH at Page 155 in the RMC Office for Greenville County and having according to said plat the following metes and bounds:

BEGINNING at an iron pin on the northern side of Henrietta Street, said pin being 767 feet west of the intersection of East Park Avenue and Henrietta Street and running thence with Henrietta Street S. 89-30 W. 44.5 feet to an iron pin; thence continuing with said Henrietta Street S. 80-13 W. 25.5 feet to an iron pin; thence N. 11-27 W. 135 feet to an iron pin; thence N. 80-13 E. 70 feet to an iron pin; thence S. 11-27 E. 139 feet to the point of beginning.

THIS property is conveyed subject to rights of way, restrictions and easements of record if any affecting said property.

THIS is the same property conveyed to the mortgagor herein by deed of Elizabeth J. Kay as recorded in the RMC Office for Greenville County, S.C. in Deed Book 1074 at Page 543 on February 23, 1978.

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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