

FILED
GREENVILLE CO. S.C.

BOOK 1430 PAGE 799

MAY 3 10 15 AM '78

Box 1268

First Mortgage on Real Estate

COUNTY OF GREENVILLE
S.C.
MORTGAGE

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

TO ALL WHOM THESE PRESENTS MAY CONCERN: MICHAEL BYRNE AND MARGARET A. BYRNE

(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

FORTY FIVE THOUSAND AND NO/100 ----- DOLLARS

(\$ 45,000.00), 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 30 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 northeastern side of Indian Circle, being shown and designated as Lot No. 9 on a plat of entitled, SEVEN OAKS, made by C. O. Riddle, Surveyor, dated May 15, 1972, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 4-R at page 6, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeastern side of Indian Circle at the joint front corners of Lots Nos. 9 and 10; and running thence N. 26-57 E., 244.4 feet with the common line of said lots to the joint rear corners of Lots Nos. 9 and 11; and running thence S. 39-22 E., 123.9 feet to the joint rear corners of Lots Nos. 28 and 9; thence S. 8-03 E., 80 feet to the joint rear corners of Lots Nos. 8 and 9; thence along the common line of said lots, S. 58-57 W., 175 feet to a point on the northeastern side of Indian Circle; thence with the curve of Indian Circle, the chord of which is N. 47-03 W., 68.9 feet to the point of BEGINNING.

The above described property is the same conveyed to the mortgagors herein by deed of Paul A. Ayers and Lula Mae C. Ayers, to be recorded herewith.

DOCUMENTARY
STATE TAX \$18.00
MAY 13 1978
RB 11218

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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