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First Mortgage on Real Estate

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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

TODD M. ACKLEY AND

JUDY C ACKLEY

(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 Four Thousand Nine Hundred Twenty Three and 60/100 **DOLLARS**

4,923.60 (\$), 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, and being shown as Lot 29, Section Four, of Richmond Hills plat of which is recorded in the R. M. C. Office for Greenville County in Plat Book JJJ at Page 81 andc, according to said plat, having the following metes and vounds, to-wit:

BEGINNING at an iron pin on the easterly side of Dinwiddle Drive at the joint front corner of lots Nos. 29 and 30 and running thence with the line of said lots, S. 59-53 E. 195.4 feet; thence S. 31-11 W., 100 feet; thence N. 55-19 W., 192.4 feet to a point on Dinwiddle Drive, ; thence with Dinwiddle Drive, N. 29-15 E, 85 feet to the point of beginning.

This conveyance is subject to all restrictions, setback lines, roadways, zoning ordinances, easements and rights-of-way appearing on the property and/or of record.

This is the same property as that conveyed to the Grantor by deed from J. Frank Williams dated November 9, 1970 and recorded in the R. M. C. Office for Greenville County in Deed Book 902 at Page 475 on November 11,1970.

DERIVATION CLAUSE

This is the same property conveyed by William Lynell Sumner and Evelyn M. Sumner by deed dated 6-7-77, recorded 6-8-77 in Volume 1058 at page 181.

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 sted, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixnent, other than the usual household furniture, be considered a part of the real estate.



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