8001 1520 PAGE 401

First Mortgage on Real Estate 120 to 12 60

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: Bernard A. Heath, and

Arleen N. Heath

(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 Sixteen Thousand Five hundred seventy-four and 40/100----- DOLLARS

(\$ 16,574.40), 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 Ten (10) 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,

All that certain piece, parcel or tract of land on the N.E. side of Perrin Street, being shown as the major portion of lot No. 2 on plat of the property of Ed B. Smith mady by Pickle and Pickle January 15, 1946, recorded in Plat Book No. "S" at Page 23, and being shown on Plat of property of Bernard A. Heath, Jr. dated July 7, 1980 and recorded in Plat Book 8C, Page 29. Said Plat is specifically referred to for a more complete property description. Also all my right and easement to use a joint 10 foot driveway running along lots 2 and 3.

This conveyance is made subject to any and all existing reservations, easements, rights of way, zoning ordinances and restrictions or protective covenants that may appear of record, on the recorded plat(s) or on the premises.

DERIVATION: See Deed from Kathleen Smith Lewis dated November 8, 1976, recorded in the R.M.C. Office for Greenville County in Deed Book 1049, Page 850; Deed from James Reaves Smith dated September 10, 1976 recorded in Deed Book 1049, Page 851; Deed from Edward Gerald Smith dated December 23, 1976 recorded in Deed Book 1049, Page 883. And see Estate File of Ed B. Smith in Greenville County Probate Court, Apartment 1181, File 15.

This is the same property conveyed by deed of Marie Reaves Smith, by deed dated and recorded July 11, 1980 in the RMC Office for Greenville County in Volume 1128 Page 969.

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 fixpart of the real estate.



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