

GREENVILLE CO. S. C.

JUL 12 3 12 PM '75

DONNIE S. TANKERSLEY  
R.H.C.

BOOK 64 PAGE 516

BOOK 1372 PAGE 500

First Mortgage on Real Estate

MORTGAGE

24328

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

James M. Polk, Jr. & Patricia R. Polk  
(hereinafter referred to as Mortgagors)

WILLIAM B. JAMES  
Attorney At Law  
FILED 4-3-75

PAID AND ENCLOSED IN  
1975  
FIDELITY FEDERAL SAVINGS & LOAN ASSN.

James M. Polk, Jr.  
Patricia R. Polk

GREENVILLE CO. S. C.

FILED  
JUL 12 1975

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-Eight Thousand Five Hundred and No/100ths (\$28,500.00) ----- DOLLARS

(\$ 28,500.00 ), 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 thirty (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 southwest side of Elizabeth Drive, and being known and designated as lot number 331 on a plat of the subdivision known as Cherokee Forest prepared by Dalton and Mears, Engineers, dated August, 1954, and recorded in the RHC Office for Greenville County, South Carolina, in Plat Book EE at page 78 and 79, reference to said plat being hereby made for the metes and bounds of said lot.

In addition to and together with the monthly payments of principal and interest under the terms of the note secured hereby, the mortgagor promises to pay to the mortgagee for the term of the guaranty policy the sum of 1/48th of 1% of the original amount of this loan in payment of the mortgage guaranty insurance covering this loan and in his failure to pay it, the mortgagee may advance it for the mortgagor's amount and collect it as part of the debt secured by the mortgage.

The mortgagors agree to maintain guaranty insurance in force until the loan balance reaches 75% or less of the original appraisal or sales price, whichever is less, and the mortgagee may apply for mortgage guaranty insurance to comply with the above, through the mortgage guaranty company insuring this loan, and that the mortgagors agree to pay to the