

1382 483

FILED  
GREENVILLE CO. S. C. **MORTGAGE**

MAR 16 4 32 PM '76

THIS MORTGAGE is made this 16th day of March 1976, between the Mortgagor, James R. Cockrill and Elizabeth S. Cockrill (herein "Borrower"), and the Mortgagee, Fidelity Federal Savings and Loan Asso., a corporation organized and existing under the laws of South Carolina, whose address is 101 E. Washington Street, Greenville, South Carolina 29602 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-six Thousand and no/100 (\$36,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated March 16, 1976 (herein "Note"), providing for monthly installments of principal and interest with the balance of the indebtedness, if not sooner paid, due and payable on April 1, 2006

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina:

ALL that piece, parcel or lot of land located, lying and being in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 42 on Plat entitled Section I, Powderhorn, dated July 26, 1973, lost recently revised March 1, 1974, prepared by Piedmont Engineers and Architects, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 4X at page 95, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Eastern side of Canebreak Lane at the joint front corner of Lots 41 and 42 and running thence along the joint line of said lots S. 58-00 E. 160.00 feet to a point; thence proceeding S. 35-08 W. 74.40 feet to a point; thence proceeding N. 56-08 W. 150.00 feet to a point in the line of Canebreak Lane; thence along said Canebreak Lane N. 29-08 E. 50.25 feet to a point; thence N. 21-29 E. 19.15 feet to the point and place of beginning.

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 on 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 insurance company insuring this loan, and that the mortgagor agrees to pay to the mortgagee, annually, as premium for such insurance 1/4 of 1% of the principal balance then existing.

which has the address of Lot 42 Canebreak Lane, Simpsonville, (Street) (City), South Carolina 29681 (State and Zip Code) (herein "Property Address");

To HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

0483

4328 RV-2