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GREENVILLE CO. S. C.

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DONNIE S. TANKERSLEY  
R.M.C.

# MORTGAGE

1457 519

THIS MORTGAGE is made this 14th day of February 1979, between the Mortgagor, Ralph S. Prochilo and Margaret J. Prochilo (herein "Borrower"), and the Mortgagee, FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of SOUTH CAROLINA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of --Thirty Five Thousand and No/100 (\$35,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated 2/14/79 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 1, 2009

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 lying, being and situate in the County of Greenville, State of South Carolina, being shown and designated as Lot 57 of Powderhorn Subdivision as shown on a plat recorded in the RMC Office for Greenville County on December 2, 1974, in Plat Book 4-X, at Page 95, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point in Canebrake Lane, said point being the joint front corner with Lot 56 and running thence along the joint property line of Lot 56 S. 8-32 W. 140 feet to a point; thence N. 67-31 W. 138.5 feet to a point, said point being the joint rear corner with Lot 58; thence along the joint property line of Lot 58 N. 48-00 E. 150 feet to a point on the edge of Canebrake Lane, said point being the joint front corner with Lot 58; thence with the edge of Canebrake Lane S. 68-04 E. 40 feet to the point of beginning.

This being the same property conveyed to the Mortgagors herein by deed of American Service Corporation dated February 14, 1979, and to be recorded of even date herewith.

which has the address of 308 Canebrake Lane, Simpsonville, S. C. 29681 (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 seized 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.