

FILED
CO. S. C.
APR 21 11 30 AM '80

MORTGAGE

THIS MORTGAGE is made this 18th day of April 1980, between the Mortgagor, Michael F. Toner and Kathleen K. Toner (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 FORTY SEVEN THOUSAND NINE HUNDRED SIXTY AND NO/100 -- (\$47,960.00) Dollars, which indebtedness is evidenced by Borrower's note dated April 18, 1980 (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, 2010

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 certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina being shown and designated as Lot 109 on a plat of Powderhorn, Section 3, recorded in the R.M.C. Office for Greenville County in Plat Book 7C at Page 4 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a point on the northeastern side of Lexington Court at the joint front corner of Lots Nos. 109 and 110 and running thence with the common line of said lots, N. 37-00 E. 100 feet to a point at the joint rear corner of Lots Nos. 101, 102, 109 and 110; thence with the common rear line of Lots Nos. 102, 103 and 109, S. 45-55 E. 96.6 feet to a point at the joint rear corner of Lots Nos. 108 and 109; thence with the common line of said lots, S. 37-00 W. 139 feet to a point on the northeastern side of Lexington Court; thence with the northeastern side of said Court the following courses and distances: N. 53-00 W. 15 feet, N. 18-31 W. 45.84 feet and N. 23-00 W. 50 feet to the point of BEGINNING.

This is the same property conveyed to the mortgagors by Deed of American Service Corporation of South Carolina dated April 18, 1980 and recorded April 21, 1980.

RECORDED IN THE PUBLIC RECORDS OF GREENVILLE COUNTY, SOUTH CAROLINA
ON APRIL 21 1980
BY THE CLERK OF THE COURT

which has the address of 110 Lexington Court 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 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.

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