

RECORDED  
1983  
NOV 21 10 57 AM  
R.H.C. DEPT

**MORTGAGE**

THIS MORTGAGE is made this 17th day of November 19 83, between the Mortgagor, Anthony J. Rizzuto, Helen R. Rizzuto and Robert D. Rizzuto, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association of South Carolina, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of One Hundred Thousand and No/100-- (\$100,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated November 17, 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on Dec. 1, 2013

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 State of South Carolina, County of Greenville, being known and designated as Lot No. 1 on a Plat of HUDSON GROVE, prepared by Arbor Engineering, Inc., dated January 31, 1983 and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 9-F, at Page 56, reference to which is hereby craved for the metes and bounds thereof.

ALSO: All that certain piece, parcel or strip of land shown as a small triangular portion of Lot No. 2 as shown on the aforementioned plat having the following metes and bounds: N. 48-09 W. 9.60 feet; N. 11-24 W. 21.89 feet and S. 5-47 E. 28 feet.

ALSO: A perpetual Right-of-Way and Easement for ingress and egress over and across that certain shaded area shown on a plat entitled Hudson Grove Subdivision, dated January 31, 1983, and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 9-W, at page 54, and being a common driveway and turn around area for Lots No. 1, 2, and 3 of Hudson Grove Subdivision. This Right-of-Way Easement is granted subject to a Right-of-Way and Easement heretofore granted for installation and maintenance of the sewer trunk line as shown on the aforementioned plat

Derivation: R.C. Galloway, Nov. 18, 1983

which has the address of Lot 1, Hudson Grove Subdivision, Greenville, S.C.  
(Sewer) (City)  
(herein "Property Address")  
(State and Zip Code)

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.

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