

Mortgagee's Address: P. O. Box 408, Greenville, SC 29602

FILED
GEN. S.C.
JUN 19 1984
R.M.C.

VOL 1646 231435

MORTGAGE

THIS MORTGAGE is made this 27th day of January, 1984, between the Mortgagor, MICHAEL J. MAGRINO and NANCY J. MAGRINO, (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 EIGHTY-ONE THOUSAND AND NO/100 (\$81,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated January 27, 1984, (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, 2014;

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. 31 of a Planned Unit Development Subdivision known as Creekside Villas, Phase I, according to a plat thereof dated November 30, 1981 prepared by Arbor Engineering, Inc. and recorded in the RMC Office for Greenville County in Plat Book 8-P at Page 53 and also being known as Lot 31 according to a survey prepared for Michael J. Magrino and Nancy J. Magrino by Arbor Engineering dated February 18, 1982 being recorded in the RMC Office for Greenville County in Plat Book 8-V at Page 94 and having according to said plat the following metes and bounds, to-wit:
BEGINNING at a point at the joint line of Lots 31 and 32 and running thence N. 56-36 E. 63.96 feet to a point; thence S. 33-24 E. 43.11 feet to a point at the line of Lot 30; thence S. 56-36 W. 63.85 feet to a point; thence N. 33-24 W. 22.7 feet to a point at the line of Lot 32; thence N. 56-36 E. 10 feet to a point; thence N. 33-24 W. 15.95 feet to a point; thence N. 56-36 E. .21 feet to a point; thence N. 33-24 W. 17.05 feet to the point of beginning; together with mortgagor's easement interest for access and maintenance to heat pump located on Lot 32, as set out in deed from Davidson-Vaughn to mortgagor dated February 19, 1982 covering Lot 31 and an easement appurtenant affecting part of Lot 32, being recorded in the RMC Office for Greenville County in Deed Book 1162 at Page 769.

This being the same property conveyed to Mortgagor by deed of Davidson-Vaughn, a South Carolina Partnership, dated February 19, 1982 and recorded February 23, 1982 in the RMC Office for Greenville County, South Carolina in Deed Book 1162 at Page 769.

STATE OF SOUTH CAROLINA
RECORDS AND DEEDS DIVISION
DOCUMENTARY
STAMP TAX
32.40

which has the address of Route 5 31 Creekside Way, Greenville (Street) (City)
South Carolina 29609 (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 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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