

FILED
CO. S. C.
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DONNIE S. TANKERSLEY
R.M.C.

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MORTGAGE

THIS MORTGAGE is made this Third day of August, 1979, between the Mortgagor, John A. Mengel and Earlene G. Mengel (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 Twenty-One Thousand Five Hundred and NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated August 3, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on the first day of August, 1999.

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 and lot of land, situate, lying and being in Chick Springs Township, County of Greenville, State of South Carolina, and being all of LOT NO. 38 and a portion of LOT NO. 39, lying on the northern side of Old Chicks Springs Road, and being shown on survey and plat entitled "Property of John A. Mengel and Earlene Mengel", prepared by Gould & Assoc., Surveyors, dated 7-5-79, and to be recorded herewith in the R.M.C. Office for Greenville County in Plat Book 74 at Page 5, reference to said plat hereby pleaded for a more complete description as to metes and bounds, and having according to said plat having the follows:

BEGINNING on the northern edge of Old Chick Springs Road, front corner with lot of Larry W. Long and runs thence with northern edge of said Road, S. 59-40 W. 198.1 feet to new iron pin; thence a new line, N. 31-43 W. 402.6 feet to new iron pin; thence as a rear line, N. 64-34 E. 250.9 feet to old iron pin, rear corner with Larry W. Long lot; thence as common line with Long lot, S. 23-59 E. 380.5 feet to old iron pin, the beginning corner.

This conveyance is subject to all restrictions, setback lines, easements, rights of way, roadways and zoning ordinances of record, on the recorded plats or on the premises.

This is that same property conveyed to Mortgagors by Deed of Mallie G. Center to be recorded herewith.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
RECORDED
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which has the address of 520 Old Chick Springs Road, Greer, South Carolina 29651 (herein "Property Address");
(Street) (City) (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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