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GREENVILLE

BOOK 1529 PAGE 439

# MORTGAGE

THIS MORTGAGE is made this 7TH day of JANUARY, 1981, between the Mortgagor, MICHAEL J. SANO AND LAURA ANN SANO (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-SEVEN THOUSAND THREE HUNDRED AND NO/100THS (\$37,300.00) Dollars, which indebtedness is evidenced by Borrower's note dated JANUARY 7, 1981 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on JANUARY 1, 2011.

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 known and designated as Lot No. 22 as shown on a plat of Farmington Acres prepared by Carolina Engineering and Surveying Company December 1962, and recorded in the Office of the RMC for Greenville County in Plat Book RR at Pages 106 and 107, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southeastern side of Claxton Drive at the joint front corner of Lots 21 and 22, running thence S. 37-15 E. 200 feet to an iron pin; running thence N. 52-45 E. 90 feet to an iron pin at the joint rear corner of Lots 22 and 23; running thence down the joint line of said lots, N. 37-15 W. 200 feet to an iron pin on Claxton Drive; running thence down Claxton Drive, S. 52-45 W. 90 feet to the point of beginning.

THIS being the same property conveyed to the Mortgagors herein by a certain deed of Edward Roy Brewer and Bernice H. Brewer dated January 7, 1981, and thereafter filed on the same date in the RMC Office for Greenville County in Deed Book 1140 at Page 361.

RECORDS OF SOUTH CAROLINA  
STATE ARCHIVES  
RECEIVED  
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GREENVILLE

which has the address of 202 CLAXTON DRIVE, GREENVILLE, SOUTH CAROLINA 29611,  
(Street) (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 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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