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BOOK 1497 PAGE 731

# MORTGAGE

THIS MORTGAGE is made this 11th day of March 1980 between the Mortgagor, Hsi. S. Yeh and Fortunee Yeh (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 FIFTY-FOUR THOUSAND ONE HUNDRED SEVENTY-NINE AND 71/100 Dollars, which indebtedness is evidenced by Borrower's note dated March 11, 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 March 1, 2006

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 with buildings and improvements thereon lying and being on the northwesterly side of Whitewater Court, near the City of Greenville, South Carolina being the major portion of Lot No. 232 and a small triangular portion of lot No. 233 on a plat entitled "map 2, Section One, Sugar Creek" as recorded in the RMC Office in Greenville County, South Carolina, in Plat Book 4R at page 85 and being more particularly shown and designated on a plat entitled "Revised Plat Lots 232 and 233, Sugar Creek" as recorded in the RMC Office in Plat Book 5U at Page 22, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northerly side of Whitewater Court, said pin being the joint front corner of Lots 232 and 233 and running thence along the common line of said lots N. 46-14 W. 146.14 feet to an iron pin, joint rear corner of Lots No. 232 and 233; thence N. 53-36-17 E. 11 feet to an iron pin; thence N. 28-36-20 E. 66.02 feet to an iron pin, joint rear corner of Lots 232 and 234 and Tract B: Thence along the common line of Lots 232 and tract B, S. 72-30-42 E. 141.01 feet to an iron pin on the northerly side of Whitewater Court; thence along the northerly side of Whitewater Court on a curve, the chord of which is S. 24-56-23 W. 51.53 feet to an iron pin; thence along the northerly side of Whitewater Court on a curve the chord of which is S. 42-51-03 W. 53.96 feet to an iron pin, the point of beginning.

This is the same property conveyed to the mortgagors by deed recorded herewith and being the same property conveyed to Joseph G. Kaenzig, Jr. and Rebecca W. Kaenzig by deed of Cothran & Darby Builders, Inc. recorded August 30, 1976 in the RMC Office for Greenville County, South Carolina, in Deed Book 1042 at page 76.

which has the address of 101 Whitewater Court Greenville South Carolina (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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