

101 East Washington ST.  
Greenville, SC

BOOK 1499 PAGE 840

# MORTGAGE

REC'D  
10 45 AM '80  
S.C.

THIS MORTGAGE is made this 2 day of April 1980, between the Mortgagor, EY. Kevin B. Driesse and Edytbe S. Driesse (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 Five Thousand Three Hundred Fifty and 00/100ths (\$55350) Dollars, which indebtedness is evidenced by Borrower's note dated April 2, 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 April 2010;

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 lot of land located in the State of South Carolina, County of Greenville near the town of Simpsonville, on the southwestern side of Lexington Court, being known and designated as Lot 113 on a Plat of POWDERHORN Section Three, by C. O. Riddle, dated February 19, 1979, recorded in the RMC Office for Greenville County in Plat Book 7-C page 4, reference to such recorded plat being craved for a metes and bounds description.

This is a portion of the same property conveyed to American Service Corporation of South Carolina by Deed of The Kenyon Piece Dyeworks, Inc. dated October 11, 1972 and recorded in the RMC Office for Greenville County in Deed Book 958 at page 27.

In addition to and together with the monthly payments of principal and interest under the terms of the Note secured hereby, the mortgagor promises to pay to the mortgagee a monthly premium necessary to carry private mortgage guaranty insurance until the principal balance reaches 80% of the original sales price or appraisal, whichever is less. The estimated monthly premium for the first nine years will be .02% of the original amount of the loan. The estimated monthly premium for each year thereafter will be .01% of the original principal balance of this loan. The mortgagee may advance this premium and collect it as part of the debt secured by the mortgage if the mortgagor fails to pay it.

DOCUMENTARY

which has the address of Lexington Court, Simpsonville, 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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