

FILED  
GREENVILLE CO. S. C.

1400 005

# MORTGAGE

FEB 23 3 34 PM '79

DONVIE S. TANKERSLEY

THIS MORTGAGE is made this 2 day of February, 1979, between the Mortgagor, CHARLES F. KITTEL AND DORNA PATRICIA SEBBER (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 Five Thousand and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated February 2, 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 MARCH 1, 2009:

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, in the State of South Carolina, County of Greenville, in the Town of Simpsonville, being known and designated as Lot No. 309, Section IV, of Westwood Subdivision, as shown on plat thereof recorded in the RMC Office for Greenville County, S. C., in Plat Book 4R at page 30, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the East side of Tanwood Circle at the joint corner of Lot No. 309 and 310, and running thence along the line of Lot No. 310 S. 81-24 E. 134.15 feet to an iron pin; thence S. 7-45 W. 20.1 feet to an iron pin; thence S. 6-40 E. 54.0 feet to an iron pin; thence along the line of Lot No. 308 N. 28-28 W. 135.95 feet to an iron pin on the East side of Tanwood Circle; thence along said Circle N. 3-51 W. 20.85 feet to an iron pin; thence continuing along said Circle N. 0-56 E. 69-15 feet to the beginning corner.

"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".

This being the same property conveyed to the Mortgagors by Deed of Tommy G. Fuller and Judy C. Fuller, of even date to be recorded herewith:

which has the address of 24 Tamwood Drive, Simpsonville, S. C. 29681 (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 hereinafter 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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