

FILED
GREENVILLE CO. S. C.
SEP 29 3 50 PM '78
J. STANKINSLEY
R.M.C.

MORTGAGE

BOOK 1445 PAGE 785

THIS MORTGAGE is made this 28th day of September, 1978, between the Mortgagor, Kenneth J. Kern, Jr. and Rebecca B. Kern (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-eight Thousand and no/100 (\$28,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated September 28, 1978, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 1, 2008.

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 Town of Simpsonville, Austin Township on the North side of Yellow Wood Drive, being shown and designated as Lot #728 Section VI, Sheet 2 of 2 of Westwood Subdivision, as shown on plat thereof recorded in Plat Book 5-P at Page 35 in the R.M.C. Office for Greenville County, South Carolina, having the following metes and bounds, to-wit:

BEGINNING at an iron pin at the joint front corner of Lots Nos. 727 and 728 and running thence with Yellow Wood Drive S. 45-53 W. 18 feet to an iron pin; thence continuing with said Drive S. 48-50 W. 49 feet to an iron pin; thence still continuing with said Drive S. 52-10 W. 28 feet to an iron pin at the joint front corner of Lots Nos. 728 and 729; thence running S. 43-09 E. 144.63 feet to an iron pin; thence running N. 46-01 E. 90 feet to an iron pin; thence running N. 45-00 W. 150.0 feet to an iron pin on the north side of Yellow Wood Drive, the point of beginning.

THIS being the same property conveyed to Mortgagors by deed of Joel D. Holmes and Rita C. Holmes, recorded in the R.M.C. Office for Greenville County on Sept 29, 1978, in Deed Book 1088 at page 223.

"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."

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
DOCUMENTARY STAMP TAX
SEP 29 1978 \$ 11.20

which has the address of 513 Yellow Wood Drive Simpsonville, S. C., 29681 (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 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.

GCTO
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