

GREENVILLE CO. S.C.  
113 2 21 PM

# MORTGAGE

BOOK 1459 PAGE 460

THIS MORTGAGE is made this 15th day of November 1978, between the Mortgagor, GARY R. KIRBY and MARY R. KIRBY (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 Seven Hundred and No/100 (\$37,700.00) Dollars, which indebtedness is evidenced by Borrower's note dated November 15, 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 December 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 piece, parcel or lot of land, situate, lying and being on the northwestern side of Lee East Court, near the City of Greenville, in the County of Greenville, State of South Carolina, and known and designated as Lot No. 8 of a subdivision known as Lee East, plat of which is recorded in the R.M.C. Office for Greenville County, in Plat Book 6H at Page 40, and according to said plat, has the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwestern side of Lee East Court, at the joint corner of Lots Nos. 7 and 8, and running thence with the joint line of said lots N. 66-0 W., 128.28 feet to an iron pin; running thence N. 2-0 E., 102.45 feet to an iron pin; running thence S. 87-59 E., 35 feet to an iron pin at the joint rear corner of Lots Nos. 8 and 9; running thence with the joint line of said lots, S. 41-16 E., 154.63 feet to an iron pin on the northwestern side of Lee East Court; running thence with the northwestern side of said Court, which line is curved, the chord of which is S. 43-52 W., 25 feet; thence continuing with said line, the chord of which is S. 17-31 W., 20 feet to an iron pin, the point and place of beginning.

This is the same property conveyed to the Mortgagors herein by deed of Jerry L. Wilhite recorded in the Greenville County R.M.C. Office in Deed Book 1092 at Page 149 on the 16 day of November, 1978.

"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 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 principle 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."

which has the address of 17 Lee East Court, Taylors, South Carolina 29687 (Street) (City) (State and Zip Code) (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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