

FILED
GREENVILLE CO. S. C.
JAN 25 9 24 AM '79

MORTGAGE

CONNIE S. TANKERSLEY
THIS MORTGAGE is made this 24th day of January 1979, between the Mortgagor, Daborah P. Kabster (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 Nine Hundred Ninety-four and 69/100 (\$28,994.69) Dollars, which indebtedness is evidenced by Borrower's note dated January 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 January 1, 2002.

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:

Unit No. 12-D in Briarcreek Condominiums, Horizontal Property Regime, situate on or near the Southerly side of Pelham Road in the City of Greenville, County of Greenville, State of South Carolina, as more particularly described in Master Deed and Declaration of Condominium, dated September 20, 1972, and recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 956, page 99.

This is the identical property conveyed to the mortgagor herein by deed of George W. Sharpton, to be recorded herewith.

SPECIAL MORTGAGE PROVISIONS

- 1st: That the Mortgagor shall promptly deliver to the Mortgagee a true and full copy of each and every notice of default received by the Mortgagor with respect to any obligation of the Mortgagor under the provisions of the Horizontal Property Act of South Carolina, hereinafter referred to as, the Condominium Act; the Declaration of Condominium, hereinafter referred to as the Declaration; the Rules and Regulations adopted by the Association, hereinafter referred to as, the Rules and Regulations; or the By-Laws of any organization or corporation created to facilitate the administration and operation of the Condominium of which the mortgaged premises form a part, hereinafter referred to as the By-Laws.
- 2nd: That the Mortgagor shall not, except with the prior written consent of the Mortgagee, (a) institute any action or proceeding for partition of the property of which the mortgaged premises are a part; (b) vote for or consent to any modification of, amendment to or relaxation in the enforcement of any provision of the Declaration or By-Laws; and (c) in the event of damage to or destruction of the property of which the mortgaged premises are a part, vote in opposition to a motion to repair, restore or rebuild.
- 3rd: In each and every case in which, under the provisions of the Declaration, the By-Laws or the Condominium Act, the unanimous consent or the unanimous vote of the owners of units is required, the Mortgagor shall not so vote or give such consent without, in each and every case, the prior written consent of the Mortgagee.
- 4th: That it shall constitute a default hereunder if the Mortgagor fails to keep the premises in good condition and repair or if the Association fails to keep the common elements in good condition and repair.
- 5th: That the Mortgagor shall promptly pay as the same becomes due and payable to the maintenance and reserve funds and all assessments as required by the Declaration or By-Laws or any resolutions adopted pursuant to either thereof, and shall promptly upon demand exhibit to the Mortgagee receipts for all such payments. (continued)

which has the address of Unit 12-D Briarcreek Condominiums, Greenville, S. C.

(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 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.