

Mortgagee's Address:

P. O. Box 1268

Greenville, S. C. 29602

FILED
GREENVILLE CO. S. C.
APR 13 3 50 PM '79
EDMIE S. TANKERSLEY
R.S.C.

MORTGAGE

VOL 1403 PAGE 137

THIS MORTGAGE is made this 12th day of April 1979, between the Mortgagor, Kurt D. Kobelt and Lynne S. Kobelt (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 Forty-nine Thousand Four Hundred and 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated April 12, 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 April 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 piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated as Lot No. 69 on Plat of Gray Fox Run prepared by C. O. Riddle, R.S., dated November 6, 1975, and recorded in the RMC Office for Greenville County, S. C. in Plat Book 5-P, at Page 9 and revised March 4, 1976, said revised plat being recorded in the RMC Office for Greenville County, S. C. in Plat Book 5-P, at Page 16, and having, according to said revised plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Crowndale Drive at the joint front corner of Lots Nos. 69 and 70 and running thence with the line of Lot No. 70 S. 2-36 W. 150.0 feet to an iron pin at the joint rear corner of Lots Nos. 69 and 70; thence with the rear line of Lot No. 69 N. 87-24 W. 95.0 feet to an iron pin at the joint rear corner of Lots Nos. 68 and 69; thence with the line of Lot No. 68 N. 2-36 E. 150.0 feet to an iron pin on the southern side of Crowndale Drive at the joint front corner of Lots Nos. 68 and 69; thence with the southern side of Crowndale Drive S. 87-24 E. 95.0 feet to the point of beginning.

This is the same property conveyed to the mortgagors herein by deed of W. N. Leslie, Inc., dated April 12, 1979, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1100, at Page 492 on April 13, 1979.

In addition to and together with the monthly payments of principal and interest under the terms of the Note secured hereby, the mortgagors promise to pay to the mortgagee a monthly premium necessary to carry private mortgage guaranty insurance until the principal balance reached 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 mortgagors fail to pay it.

which has the address of 104 Crowndale Drive, Gray Fox Run S/D, Taylors, S. C. 29687 (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.

0137

4328 RV-2

62-2-AP1379 175