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MORTGAGE

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DONNIE S. TANKERSLEY
R.M.C

THIS MORTGAGE is made this 31st day of July 1979, between the Mortgagor, Joseph Kovach and Christine M. Kovach

(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 Two Thousand Four Hundred and 00/100 (\$22,400.00) Dollars, which indebtedness is evidenced by Borrower's note dated July 31, 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 August 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 and being in the State of South Carolina, County of Greenville, being known and designated as Lots Nos. 51 and 52 as shown on a plat entitled "Map of Druid Hills", dated January, 1947, which is of record in the RMC Office for Greenville County, S. C., in Plat Book P, Page 113, and having, according to a more recent plat by Carolina Surveying Co., dated March 11, 1977, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Hillcrest Drive, joint front corner of Lots 50 and 51, and running thence along the joint line of said Lots, N. 71-54 W., 231.4 feet to an iron pin; thence S. 0-30 E., 226.3 feet to an iron pin, the joint rear corner of Lots 52 and 53; thence down the joint line of said lots, S. 86-12 E., 154.2 feet to an iron pin on the western side of Hillcrest Drive; thence up the western side of Hillcrest Drive, N. 11-58 E., 50 feet, N. 18-54 E., 35 feet and N. 27.26 E., 91 feet to the point of beginning.

ALSO: ALL that piece, parcel or lot of land situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, on the western side of West Hillcrest Drive, being known and designated as a portion of Lot No. 50 as shown on plat of Druid Hills, which plat is recorded in the RMC Office for Greenville County, S.C., in Plat Book P, Page 113 and having according to a more recent plat hereinabove referred to, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of West Hillcrest Drive, which iron pin is the joint front corner of Lots 50 and 51 and running thence N. 68-15 W., 215.7 feet to an iron pin; thence S. 76-25 W., 18.6 feet to an iron pin, the joint rear corner of Lots 50 and 51; thence along the original side line of Lots 50 and 51, S. 71-54 E., 231.4 feet to an iron pin, the point of beginning. This portion of lot is triangular in shape and is a part of Lot No. 50.

This being the same property conveyed to the Mortgagors herein by Deed of John L. Childs, III, and June C. Childs, which Deed is dated July 31, 1979, and is to be recorded herewith in the RMC Office for Greenville County.

The Mortgagee's mailing address is 101 E. Washington St., Greenville, S.C. which has the address of 225 West Hillcrest Greenville

South Carolina 29609 (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 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.

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