

FILED
GENERAL RECORDS DIVISION
SOUTH CAROLINA
AUG 23 10 20 AM '79

MORTGAGE

1418 144

THIS MORTGAGE is made this 23rd day of August 1979, between the Mortgagor, Joseph P. Azzopardi and Angela C. Azzopardi (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 Thousand Five Hundred and 00/100 (\$30,500.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 23, 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, 2007.

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 southeastern side of Avon Drive, Greenville County, South Carolina, being shown and designated as Lot 25 on a plat of AVON PARK Subdivision, recorded in the RMC Office for Greenville County in Plat Book KK-70 & 71, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeast side of Avon Drive, joint front corner of Lots 25 and 26, and running thence with the common line of said Lots, S. 84-18 E. 175 feet to an iron pin; thence N. 05-42 E. 80 feet to an iron pin; thence N. 84-18 W. 175 feet to an iron pin on the southeastern side of Avon Drive; thence with said Drive, S. 05-42 W. 80 feet to an iron pin, the point of beginning.

This being the same property conveyed to the Mortgagors herein by Deed of Wallace Dunn, II and Kathleen B. Dunn, which Deed is dated August 23, 1979, and is to be recorded herewith in the RMC Office for Greenville County.

The Mortgagee's mailing address is P. O. Box 1268, Greenville, S. C. 29602

which has the address of 111 Avon Drive Taylors
[Street] [City]
S. C. 29687
[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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