

FILED
GREENVILLE CO. S. C.
SEP 23 11 20 AM '78
DENNIE S. TIMMERSLEY
R.H.C.

MORTGAGE

BOOK 1444 PAGE 824

THIS MORTGAGE is made this 20th day of SEPTEMBER 1978 between the Mortgagor, JOHN SVAJKO AND CONSTANCE SVAJKO (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").

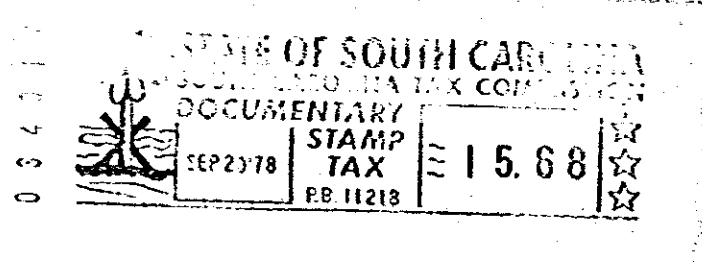
WHEREAS Borrower is indebted to Lender in the principal sum of THIRTY-NINE THOUSAND TWO HUNDRED AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated SEPTEMBER 20, 1978 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on OCTOBER 1, 1998;

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 lot of land in Greenville County, South Carolina, on the eastern side of Leyswood Drive near the City of Greenville being shown as Lot No. 1 as shown on plat of Section III of Wade Hampton Gardens, recorded in Plat Book YY at page 179 in the RMC Office for Greenville County, South Carolina, and being described as follows:

BEGINNING at an iron pin on the southeastern corner of Leyswood Drive and Lee Road, and running thence with the eastern side of Leyswood Drive, S. 19-23 E. 81.8 feet to an iron pin at corner of Lot No. 2; thence with line of said lot, N. 70-22 E. 160.6 feet to a point in creek; thence with the creek as the line, the traverse of which is N. 29-55 W. 99.3 feet to an iron pin on Lee Road; thence with the southern side of Lee Road S. 74-00 W. 118 feet to an iron pin at corner of Leyswood Drive; thence with curve of the intersection, the chord of which is S. 27-18 W. 34.2 feet to the beginning corner.

Derivation: Deed Book 1688, Page 146 - Martin L. Tooke, Jr. and Millicent B. Tooke 9/20/78



which has the address of 504 Leyswood Drive, Wade Hampton Gardens, Greenville, S. C. 29607 (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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