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GREENVILLE S.C.  
DEC 8 1978  
R.M.C.

# MORTGAGE

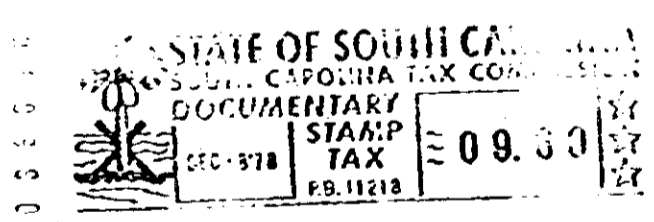
THIS MORTGAGE is made this 7th day of December 1978, between the Mortgagor, Franz Sparovic and Hildegard Sparovic (herein "Borrower"), and the Mortgagee, FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of SOUTH CAROLINA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty Four Thousand and No/100-- Dollars, which indebtedness is evidenced by Borrower's note dated December 7, 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 January 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 part of Lot 44, Section I, Mountainbrooke Subdivision as shown on plat of property of Franz Sparovic and Hildegard Sparovic recorded in the R.M.C. Office for Greenville County in Plat Book 6X, Page 90, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Crosscreek Lane at the joint front corner of Lots 44 and 45 and running thence W. 48-00-50 W., 200 feet to an iron pin at the joint rear corner of said lots; thence along the rear of Lot 44 N. 41-59-10 E., 92.59 feet to an iron pin at the joint rear corner of Lots 43 and 44; thence along the common line of said lots S. 48-00-50 E., 121.76 feet to an iron pin; thence running S. 47-05-53 E., 78.26 feet to an iron pin on the northern side of Crosscreek Lane; thence along the northern side of Crosscreek Lane S. 41-59-10 W., 91.02 feet to an iron pin, being the point of beginning.

This is the same property conveyed to the mortgagors by deed of Henry J. Klemchuk recorded in the R.M.C. Office for Greenville County on December 8<sup>th</sup>, 1978, in Deed Book 1093, Page 424.



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which has the address of 4848 Crosscreek Lane Greenville, South Carolina (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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