

FILED
GREENVILLE CO. S. C.
JUL 16 4 17 PM '79
DONNIE S. TANKERSLEY
R.M.C.

Mortgagee's Address:
PO Bx 1268, Gvl, SC 29602

MORTGAGE

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THIS MORTGAGE is made this 13th day of July 1979, between the Mortgagor, WALTER J. ZOLADZ and KAREN M. ZOLADZ (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 SEVENTY-FIVE THOUSAND AND NO/100 (\$75,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated July 13, 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 July 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 lot of land situate on the northerly side of Holly Park Drive in the county and state aforesaid being shown as Lot No. 132 on a plat of Holly Tree Plantation, Phase II, Section III-B dated April 20, 1978, prepared by Piedmont Engineers, Architects & Planners, recorded in Plat Book 6-H at page 41 in the RMC Office for Greenville County and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northerly side of Holly Park Drive at the joint front corner of Lot 131 and Lot 132 and running thence with Lot 131 N 26-15 E 265.4 feet to an iron pin at the joint rear corner of Lots 131 and 132; thence N 87-34 E 40 feet to an iron pin at the joint rear corner of Lots 132 and 133; thence with Lot 133 S 6-01 E 191.52 feet to an iron pin on Holly Park Lane; thence with Holly Park Lane the following courses and distances: S 49-12 W 30 feet, S 14-05 W 30 feet, S 30-16 E 45.5 feet, and S 32-00 W 29.8 ft. to an iron pin; thence S 79-58 W 36.9 feet to an iron pin on Holly Park Drive; thence with said drive N 57-30 W 108 feet to an iron pin; thence still with said drive N 66-40 W 30 feet to the point of beginning.

This is the same property conveyed to the mortgagors by deed of Franklin Enterprises, Inc., to be recorded herewith.

which has the address of (Lot 132) Holly Park Drive Simpsonville S. C. 29681 (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 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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