

FILED
GREENVILLE, S.C.
JUL 22 4 58 PM '80
DONNELL BANKERSLEY
R.M.C.

This instrument was prepared by:
WILKINS & WILKINS

BOOK 1509 PAGE 98

MORTGAGE

(Renegotiable Rate Mortgage)

THIS MORTGAGE is made this 29 day of July 19 80, between the Mortgagor, WALTER F. PASJEKA and ARTEMIS PASJEKA (herein "Borrower"), and the Mortgagee, FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION a corporation organized and existing under the laws of the United States whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of FIFTY SIX THOUSAND (\$56,000.00) Dollars, which indebtedness is evidenced by Borrower's note date July 29, 1980 (herein "Note") which is attached hereto as Exhibit "A," the terms of which are incorporated herein by reference (including any and all renewals, extensions, renegotiations and/or modifications of the original 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, 2010

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 in the county of Greenville, state of South Carolina, being known and designated as Lot No. 295 on plat of DEVENGER PLACE, Section 8, recorded in plat book 5 P at page 4.

This is the same lot conveyed to mortgagors by James E. & Edith H. Bostic, Jr. by deed of even date herewith, to be recorded.

which has the address of 403 (lot 295) Devenger Road Greer (Street) (City), South Carolina 29651 (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.

JULY 1980

SC10 ----- JUL 29 80 342

7.0001

57
50
00
00

4328 RV-2