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# MORTGAGE

THIS MORTGAGE is made this 24th day of October 19 79, between the Mortgagor, NORMAN DEAN SOJKA AND VERA L. SOJKA (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 FIFTEEN THOUSAND SIX HUNDRED SEVENTY-THREE AND 73/100 Dollars, which indebtedness is evidenced by Borrower's note dated October 24, 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 October 1, 2001

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 situate, lying and being in the County of Greenville, State of South Carolina, known and designated as Lot 153 on plat of Montclair Sec. 3 which is recorded in the RMC Office of Greenville County in Plat Book MM on page 57 and having, according to a more recent plat of "Property of Norman Dean Sojka and Vera L. Sojka" dated October 22, 1979 prepared by Freeland & Associates which is recorded in Plat Book 7-12 at Page 24, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwestern side of Montclair Road and running along the joint line of Lots 153 and 154 N. 60-31 W., 268.2 feet to an iron pin; thence turning and running along the rear line of Lots 153 and 158 N. 27-13 E., 79.7 feet to an iron pin; thence turning and running along the joint line of Lots 152 and 153 S. 60-37 E., 270.1 feet to an iron pin on Montclair Road; thence running with Montclair Road S. 28-36 W., 80.0 feet to an iron pin, the point of beginning.

This is the same property conveyed to the above named mortgagors by deed of David C. Smith, Jr. and Betty C. Smith to be recorded of even date herewith.

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which has the address of Lot 143, Montclair Road, Montclair, Section 3, Mauldin (Street) (City)  
South Carolina 29662 (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.

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