

This instrument was prepared by:
Ray R. Williams, Jr.

FILED
GREENVILLE CO. S. C.
OCT 31 4 50 PM '80
DONNIE TANKERSLEY
R.M.C.

MORTGAGE

(Renegotiable Rate Mortgage)

BOOK 1523 PAGE 50

THIS MORTGAGE is made this 31st day of October 19 80, between the Mortgagor, Daniel W. Czaraky and Kim E. Czaraky (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").

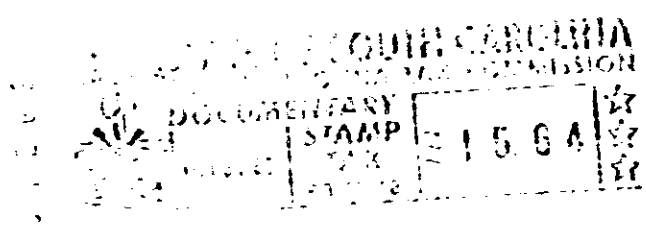
WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-Nine Thousand Fifty and NO/100 Dollars, which indebtedness is evidenced by Borrower's note date October 31, 1980 (herein "Note") which is attached hereto as Exhibit "A," the terms of which are incorporated herein by reference (including 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 November 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, situate, lying and being in the County of Greenville, State of South Carolina, and being known and designated as Lot 88, Heritage Lakes Subdivision, according to a plat prepared of said Subdivision by Heaner Surveying Company, revised October 26, 1977 and which said plat is recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 6-H, at Page 18, and according to said plat having the following courses and distances, to-wit:

BEGINNING at a point on the edge of Harness Trail, joint front corner with Lot 89 and running thence with the common line with said Lot, S. 44-36-20 E. 195 feet to a point in the line with Lot 90; thence running with the common line with Lot 90 and 102, S. 45-23-40 W. 110 feet to a joint rear corner with Lot 87; thence running with the common line with Lot 87, N. 44-36-20 W. 195 feet to a point on the edge of Harness Trail; thence running with the edge of said Road, N. 45-23-40 E. 110 feet to a point on the edge of said Road, the point of Beginning.

The within property is the identical property conveyed to the Mortgagors herein by deed of Davidson Enterprises, Inc., of even date herewith and which said deed is being recorded simultaneously with the recording of this instrument.



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which has the address of 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 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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