

APR 21 10 35 AM '79

DENNIS S. TANKERSLEY
R.M.C.

MORTGAGE

THIS MORTGAGE is made this 18th day of April, 1979, between the Mortgagor, GERALD M. HUDSON and BETTY S. HUDSON (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").

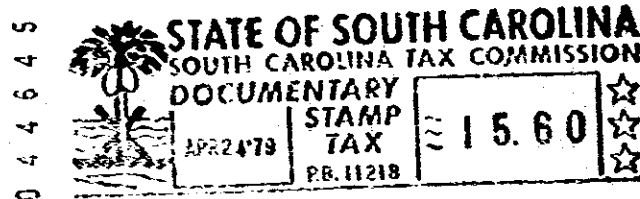
WHEREAS Borrower is indebted to Lender in the principal sum of Thirty-Nine Thousand and No/100 (\$39,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated April 1, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 1, 1999;

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 Greenville County, S.C., fronting on Charcross Court, being shown and designated as Lot 374 on plat of DEL NORTE ESTATES, SECTION III, recorded in the RMC Office for Greenville County, S.C., in Plats Book 4-N, at Pages 14 and 15, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Charcross Court at the joint front corner of Lots 373 and 374 and running thence with the joint line thereof S. 34-33 W. 117.1 feet to an iron pin at the joint rear corner of said lots; thence N. 44-30 W. 110 feet to an iron pin at the joint rear corner of Lots 374 and 375; thence with the joint line of said lots N. 41-18 E. 131.7 feet to an iron pin on the western side of Charcross Court; thence with the right of way of Charcross Court S. 45-15 E. 80.4 feet to an iron pin and S. 1-20 W. 24.2 feet to an iron pin, the point of beginning.

This being the identical property conveyed to the Mortgagors herein by deed of Premier Investment Company, Inc. recorded on January 28, 1972, in the RMC Office for Greenville County, S.C., in Deeds Book 935, Page 13.



which has the address of 4 Charcross Court, Greenville, S. C. 29615 (herein "Property Address");
[Street] [City] [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 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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