

FILED
GREENVILLE, S.C.

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MORTGAGE

Vol 1643 Page 882

DEED BOOK 759 PAGE 430
R.M.C.

THIS MORTGAGE is made this 6th day of January 1984 between the Mortgagor, Lowry J. Caudell (herein "Borrower"), and the Mortgagee, Freedlander, Inc. The Mortgage People, a corporation organized and existing under the laws of Virginia whose address is 4020 West Broad Street, Richmond, Virginia 23230 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the amount of U.S. \$ 35198.40 which indebtedness is evidenced by Borrower's note dated January 06, 1984 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on January 12, 1994;

TO SECURE to Lender 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. 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 City of Greenville, County of Greenville, State of South Carolina, on the eastern side of Montrose Drive (formerly Babb Avenue) and being known and designated as the western portion of Lot No. 37 as shown on a plat of the Estate of Tully P. Babb recorded in the RMC Office for Greenville County in Plat Book QQ at Pages 162 and 163, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Montrose Drive, 488.6 feet north from Cleveland Street at the corner of Lot 36; thence with the eastern side of Montrose Drive, N.06-50 W. 240.2 feet to a concrete monument at the corner of Lot 38-A; thence with the line of said lot, N.83-12 E. 200 feet to an iron pin; thence S.06-50 E. 244.1 feet to an iron pin in the line of Lot 36; thence with the line of Lot 36, S.84-17 W. 200 feet to the point of beginning.

THIS is the same property as that conveyed to the Mortgagor herein by deed from Edward H. Hembree recorded in the RMC Office for Greenville County in Deed Book 759 at Page 430 on October 13, 1964.

THIS is a second mortgage subject to that certain first mortgage to Fidelity Federal Savings and Loan Association n/k/a American Federal Savings and Loan Association recorded in the RMC Office for Greenville County in Mortgage Book 1368 at Page 670 on May 27, 1976 in the original amount of \$47,000.00.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP TAX
JAN 16 1984 \$ 14.08
FD 11218

which has the address of 37 Montrose Drive, Greenville, South Carolina 29607 (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 and rents, all of which 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 hereinafter 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, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.
- 2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and

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