

P. O. Box 1268
Greenville, S. C. 29602

1979

MORTGAGE

1485 29636

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THIS MORTGAGE is made this 24th day of October 1979 between the Mortgagor, THOMAS J. CUDDY and MICHELLE A. CUDDY (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 FORTY-FOUR THOUSAND (\$44,000.00) 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 April 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 City and County of Greenville, South Carolina, being shown and designated as Lot 47 on a Plat of HENDERSON FOREST (formerly "Terrydale Subdivision"), recorded in the RMC Office for Greenville County in Plat Book 4-R, at Page 41, and having, according to a more recent survey by Freeland & Associates, dated October 23, 1979, the following metes and bounds:

BEGINNING at an iron pin on the eastern side of Meredith Lane (formerly Terrydale Drive), joint front corner of Lots 46 and 47, and running thence with the common line of said Lots, S 83-46 E, 116.9 feet to an iron pin; thence with the rear line of Lot 47, S 5-22 W, 85.0 feet to an iron pin, joint rear corner of Lots 47 and 48; thence with the common line of said Lots, N 83-46 W, 118.2 feet to an iron pin on the eastern side of Meredith Lane; thence with said Lane, N 6-14 E, 85.0 feet to an iron pin, the point of beginning.

This is the same property conveyed to Michelle A. Cuddy by deed of Anthony G. Francis and Susan M. Francis, dated October 2, 1979, recorded in Deed Book 1112, at Page 794; and by deed of Michelle A. Cuddy to Thomas J. Cuddy (for an undivided one-half interest) to be recorded simultaneously herewith.

which has the address of Meredith Lane Greenville, S. C. 29609 (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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