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GREENVILLE CO. S.C.

BOOK 1494 PAGE 255

JAN 28 4 20 PM '80

# MORTGAGE

DONNIE S. TANKERSLEY  
R.M.C.

THIS MORTGAGE is made this 28 day of January, 1980, between the Mortgagor, John B. Dudney and Deborah S. Dudney (herein "Borrower"), and the Mortgagee, Federal Savings & Loan Association, a corporation organized and existing under the laws of United States of America, whose address is Hampton Street Columbia, South Carolina (herein "Lender").

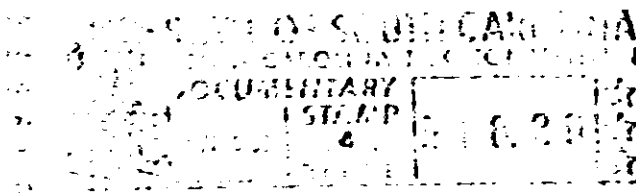
WHEREAS, Borrower is indebted to Lender in the principal sum of FORTY-FIVE THOUSAND FIVE HUNDRED and 00/100 (\$45,500.00) Dollars, which indebtedness is evidenced by Borrower's note dated January 28, 1980 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 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 State of South Carolina, County of Greenville, being known and designated as Lot No. 10, as shown on a plat of the subdivision of HUNTERS POINTE, which is recorded in the Office of the R.M.C. for Greenville County, S.C. in plat book 7-C at page 35, and having according to a more recent survey made by Freeland & Associates dated January 23, 1980, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of Setters Court, the joint front corner of Lots No. 9 and 10, and running thence with the joint line of said lots, S. 41-47-50 W. 133.65 feet to an iron pin in line of property now or formerly of Juster Enterprises; thence with the joint line of said property, N. 55-45-02 W. 138.19 feet to an iron pin joint rear corner of Lots No. 10 and 11; thence with the joint line of said lots, N. 58-39-53 E. 172.12 feet to an iron pin on the southwestern side of Setters Court; thence with the curve of Setters Court, the chord of which is S. 39-45-53 E. 88.0 feet to the point of beginning.

THIS is the same property conveyed to the mortgagors by The Fortis Corporation by deed dated January 10, 1980 to be recorded herewith.



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which has the address of 106 Setters Court Mauldin  
[Street] [City]  
S.C. 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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