

FILED  
GREENVILLE CO. S. C.

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AUG 20 2 32 PM '80

**MORTGAGE**

DONNIE S. TANKERSLEY  
R.M.C.

THIS MORTGAGE is made this 20th day of August 1980, between the Mortgagor, J. MICHAEL SUDDUTH (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").

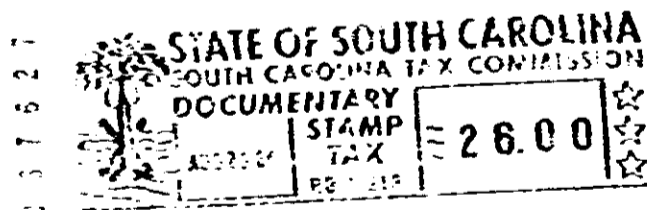
WHEREAS, Borrower is indebted to Lender in the principal sum of Sixty-five thousand and 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated August 20, 1980 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 1, 2011;

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, on the Northern side of Whittington Drive being shown as Lot 46 on plat of Stratton Place Sheet 2 of 2 dated July 10, 1972 by Piedmont Engineers and architect recorded in Plat Book 4 R pages 36 and 37 and having according to said plat the following metes and bounds to wit:

Beginning at an iron pin at the turn around of Whittington Drive at the joint front corner of Lot Nos. 46 and 45 and running thence with the joint line of said lots N 45-51 E 122.58 feet to an iron pin, thence with the rear of Lot No. 46 south 43-13 E 260.1 feet to an iron pin joint rear corner of Nos. 64 and 46 thence with the joint line of said lots S 61-18 W 201.25 feet to an iron pin at the joint rear of Lot Nos. 46 and 47 thence with joint line of said lots N 37-00 W 165.0 feet to an iron pin on the northern side of Whittington Drive; thence with the curve of said drive N 25-14 E 41.0 feet and N 16-20 W 32.95 feet to an iron pin to the point of beginning.

This is the same property conveyed to J. Michael Sudduth by deed of United Builders, Inc. dated October 17, 1978 recorded Oct. 19, 1978 in deed book 1090 at page 265 RMC Office for Greenville County, S. C.



which has the address of 46 Stratton Place, Greenville, S. C. (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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