

FILED  
GREENVILLE CO. S. C.

AUG 22 1 27 PM '80

DONNIE S. TANKERSLEY  
R.M.C.

FORM 1512 PAGE 217

## MORTGAGE

THIS MORTGAGE is made this 21 day of August, 1980, between the Mortgagor, Joseph R. Cunningham and Shirley B. Cunningham, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty Thousand and 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated August 21, 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 September 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 with all buildings and improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina, on the northern side of Saluda Lake Road, and being known and designated as Lot No. 14 according to a plat of White Oak Hills Subdivision, Phase II-A, prepared by Arbor Engineering, Inc., dated December 20, 1979, and recorded in the R.M.C. Office for Greenville County in Plat Book 7C at Page 95, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Saluda Lake Road at the joint front corner of Lots 13 and 14 and running along the common line of said lots, N. 2-00 E. 150.99 feet to an iron pin, at the joint rear corner of said lots, thence N. 88-44 E. 100.16 feet to an iron pin at the joint rear corner of Lots 14 and 15; thence along the common line of said lots, S. 2-00 W. 156.70 feet to an iron pin on the northern side of Saluda Lake Road; thence along the northern side of Saluda Lake Road, N. 88-00 W. 100.0 feet to an iron pin at the point of beginning.

The above described property is the same acquired by the Mortgagors by deed from A. J. Prince Builders, Inc., recorded in the R.M.C. Office for Greenville County on August 22, 1980.

First Federal Savings & Loan Association  
301 College Street  
Greenville, S. C. 29601

which has the address of Route 1, 904 Saluda Lake Road Greenville,  
(Street) (City)  
S. C. 29611 (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.