

FILED
GREENVILLE, S.C.

MAR 23 10 13 AM '84

DONN R.M.C. HENSLEY

VOL 1033 PAGE 319

MORTGAGE

THIS MORTGAGE is made this 19th day of March, 1984, between the Mortgagor, Marion L. Dudley, Jr. and Donna R. Dudley, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association of South Carolina, 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 No/100 Dollars, which indebtedness is evidenced by Borrower's note dated March 19, 1984, (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, 2004;

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 lot of land situate on the south side of Harbor Drive, near the City of Greenville, in Greenville county, South Carolina, being shown as Lot 14 on plat of Lake Harbor, made by Dalton & Neves, Engineers, May, 1958, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book MM at Page 15, and having, according to a more recent plat entitled "Property of Marion L. Dudley, Jr. and Donna R. Dudley", dated March 13, 1984, prepared by Carolina Surveying Co., and recorded in the RMC Office for Greenville County in Plat Book 10-L at Page 1, the following metes and bounds, to-wit:

BEGINNING at an iron pinon the southside of Harbor Drive, joint front corner of Lots 14 and 15 and running thence with the line of Lot 15, S. 5-35 W. 241 feet to an iron pin in the high water mark of Saluda Lake; thence with the high water mark of Saluda Lake (the traverse line being N. 77-10 W. 81.5 feet to an iron pin; thence with the line of Lot 13, N. 5-35 E. 227.2 feet to an iron pin on the south side of Harbor Drive; thence with the south side of said Drive, S. 84-25 E. 80 feet to an iron pin, the point of beginning.

This being the same property conveyed to Marion L. Dudley, Jr., by deed of William Leon Barnes, dated October 26, 1979, recorded in the RMC Office for Greenville County on October 29, 1979, in Deed Book 1114 at Page 518. Subsequently, Marion L. Dudley, Jr., conveyed a one-half (1/2) interest in said property to Donna R. Dudley by deed of even date to be recorded herewith.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
TAX \$ 20.00

which has the address of 35 Harbor Drive, Greenville, South Carolina 29611
(Street) (City)
(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 seised 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.

319

2 MR23 84

006

S. C. C. C. H.

4328 RV.2