

RECORDED IN S.C.

BOOK 1506 PAGE 281

# MORTGAGE

DECEMBER 31 PM '80

WASLEY

THIS MORTGAGE is made this 27th day of June 19. 80, between the Mortgagor, Lawrence Edwin Rudisill, Jr. and Suzanne G. Rudisill (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 Two Thousand and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated June 27, 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 July 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, City of Greenville, State of South Carolina:

All that piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, City of Greenville, on the southern side of Dellwood Drive and being known and designated as Lot No. 42, according to a plat of the "Map of Division Portion of Lots 18 and 19, Essex Court" prepared for Central Development Corporation by Dalton and Neves Engineers, dated July, 1953, and recorded in the R.M.C. Office for Greenville County in Plat Book DD, Page 165A, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Dellwood Drive at the joint front corner of Lots Nos. 41 and 42 and running thence with the common line of said lots S. 1-33 E., 174.2 feet to a point at a branch at the joint rear corner of Lots Nos. 41 and 42; thence with the line of said branch S. 89-43 W., 75 feet to a point; thence N. 1-22 W., 165 feet to an iron pin on the northern side of Dellwood Drive; thence with the southern side of Dellwood Drive N. 83-06 E., 75 feet to the point of beginning.

This is the same property conveyed to the mortgagors by deed of James S. Slaughter and Joan P. Slaughter recorded in the R.M.C. Office for Greenville County on June 27, 1980, in Deed Book 1128, Page 302.

RECORDED IN S.C. OFFICE OF THE CLERK OF COURTS GREENVILLE COUNTY SOUTH CAROLINA

SC70 -----2 JN27 80 :101

which has the address of 2 Dellwood Drive Greenville, South Carolina (herein "Property Address");  
(Street) (City) (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.

0281

4328 RV-2

4.00CI