

MORTGAGE

FILED GREENVILLE S.C.

THIS MORTGAGE is made this 25th day of July 1980 between the Mortgagor, Philip Bradford Carr and Mary H. Carr (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").

20050301

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty Five Thousand Four Hundred Fifty and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated July 25, 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 August 1, 2010;

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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 improvements thereon, situate, lying and being in the City of Greenville, Greenville County, South Carolina, on the southern side of Tindal Avenue, being known and designated as Lot 28 of Block "B" of the "Property of Cagle Park Company" as shown on a plat thereof recorded in the R.M.C. Office for Greenville County in Plat Book C at page 238, and having the following metes and bounds according to a more recent plat thereof entitled "Property of Philip Bradford Carr and Mary H. Carr" dated July, 1980, prepared by Webb Surveying & Mapping Co.:

Beginning at an iron pin in a dividing wall on the southern side of Tindal Avenue at the joint front corner of Lots 28 and 27, and running thence with the line of Lot 27, S. 0-53 E., 199.8 feet to an old post in the aforesaid dividing wall at the joint rear corner of Lots 28 and 27; thence, N. 77-44 W., 62.6 feet to a fence post at the joint rear corner of Lots 28 and 29; thence with the line of Lot 29 through an oak tree, N. 0-53 W., 185.6 feet to an iron pin on the southern side of Tindal Avenue at the joint front corner of Lots 28 and 29; thence with the southern side of Tindal Avenue, N. 89-07 E., 61 feet to the point of beginning.

For deed into mortgagors see deed from Eric W. Hudgins and Jessie M. Hudgins dated July 25, 1980 and recorded herewith.



which has the address of 46 Tindal Avenue, Greenville, South Carolina 29605, (Street) (City) (State and Zip Code) (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 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.