



FILED GREENVILLE CO. S. C. 200:1514 PAGE 24

MORTGAGE 2 2 46 PM '80 DONNIE TANKERSLEY R.H.C

THIS MORTGAGE is made this 29th day of August 1980, between the Mortgagor, Jeff L. Cudd, (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 FORTY-FIVE THOUSAND FIVE HUNDRED AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated August 29, (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 piece, parcel, or lot of land situate, lying and being in the County of Greenville, State of South Carolina, known and designated as lot 59 on plat of Wade Hampton Terrace, recorded in Plat Book KK, page 15 and also as shown on a more recent survey entitled "Property of Jeff L. Cudd" prepared by Freeland & Associates, dated August 27, 1980 and recorded in the RMC Office for Greenville County in Plat Book SE, Page 11, and having, according to the more recent survey, the following metes and bounds, to-wit:

Beginning at an iron pin on the southerly side of Hummingbird Circle, the front joint line of said lots South 18-51 E. 195.7 feet to an iron pin in line of lot 65; thence with the line of said lot S. 71-09 W. 100 feet to an iron pin, corner of Lot 60; thence with the line of said lot N. 18-51 W. 200 feet to an iron pin on the southerly side of Hummingbird Circle; thence with the southerly side of said Hummingbird Circle N. 71-09 E. 70 feet to an iron pin; thence continuing with the southerly side of said Hummingbird Circle N. 80-29 E. 30.4 feet to the beginning corner.

This is the same property conveyed to Leroy and Helen G. Cannon by deed of Jason Lee Cannon, recorded in Deed book 753, page 206, July 16, 1964; and, subsequently conveyed to Helen G. Cannon by deed of Leroy Cannon, recorded in Deed Book 979, page 232 on July 17, 1973.

This is the same property conveyed to the mortgagor, Jeff L. Cudd, by deed of Helen G. Cannon, to be recorded of even date herewith.

The within Renegotiable Rate Mortgage is modified by the terms and conditions of the attached Renegotiable Rate Mortgage Rider which is attached hereto and made a part of this mortgage instrument.

which has the address of 6 Hummingbird Circle Greenville South Carolina (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.

