

DOVIDE S. TANKERSLEY
R.M.C.

MORTGAGE

THIS MORTGAGE is made this 29th day of September, 1978, between the Mortgagor, Nicholas W. Sudyk and Elizabeth A. Davis (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 Thousand Six Hundred Fifty and No/100 (\$40,650.00) Dollars, which indebtedness is evidenced by Borrower's note dated 29 September 1978 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 1, 2008

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 in the Town of Simpsonville, County of Greenville, State of South Carolina, on the easterly side of Coalmont Court, being shown and designated as Lot No. 75, on plat of Section IV, Bellingham, recorded in the RMC Office for Greenville County, S. C., in Plat Book "5 P", at Page 48, and having, according to said plat, the following metes and bounds, to wit:

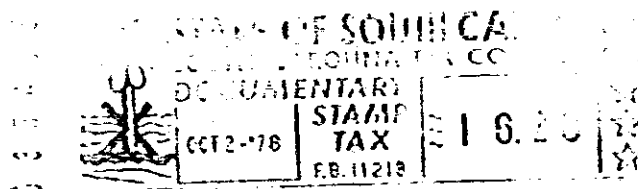
BEGINNING at an iron pin on the easterly side of Coalmont Court, joint front corner of Lots Nos. 74 and 75, and running thence with the joint lines of said lots, N. 25-15 E. 134.9 feet to a point; thence S. 37-23 E. 165 feet to a point, joint rear corner of Lots Nos. 75 and 76; thence with the joint lines of said lots, S. 75-14 W. 120.13 feet to a point on the easterly side of Coalmont Court; thence with the curve of said Court, the chord of which is N. 29-15 W. 30 feet and N. 63-25 W. 30 feet to the point of BEGINNING.

The within is the identical property heretofore conveyed to the mortgagors by deed of Bellingham, Inc., of even date, to be recorded herewith.

MORTGAGEE'S MAILING ADDRESS: P. O. Box 1268, Greenville, South Carolina 29602.

In addition to and together with the monthly payments of principal and interest under the terms of the Note secured hereby, the mortgagor promises to pay to the mortgagee a monthly premium necessary to carry private mortgage guaranty insurance until the principal balance reaches 80% of the original sales price or appraisal, whichever is less. The estimated monthly premium for the first nine years will be .02% of the original amount of the loan. The estimated monthly premium for each year thereafter will be .01% of the original principal balance of this loan. The mortgagee may advance this premium and collect it as part of the debt secured by the mortgage if the mortgagor fails to pay

310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400



which has the address of 117 Coalmont Court, Simpsonville, South Carolina 29681. (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 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.

4328 RV-2