

APR 30 1976
DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE

THIS MORTGAGE is made this 23rd day of April 1976 between the Mortgagor, Albert M. Hicks and Joyce Carey Hicks (herein "Borrower"), and the Mortgagee, Federal Savings & Loan Association (herein "Lender"), a corporation organized and existing under the laws of the United States of America, whose address is 1500 Hampton Street, Columbia, South Carolina.

WHEREAS, Borrower is indebted to Lender in the principal sum of Sixty Thousand and No/100 (\$60,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated April 1976 (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, 2006.

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 tract of land, containing 6.33 acres, more or less, situate, lying and being on the Eastern side of Hudson Road, near the City of Greenville, County of Greenville, State of South Carolina, and having, according to a plat prepared by C. O. Riddle, dated May, 1963, entitled "Property of M. E. & Lillian M. Hudson", and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book KKK at page 42, the following metes and bounds:

BEGINNING at a point in Hudson Road at the joint corner of the premises herein described and property now or formerly of M. E. & Lillian M. Hudson and running thence with the line of the said Hudson property N. 88-21 E. 565.9 feet to an iron pin; thence continuing with the line of said Hudson property S. 62-10 E. 411.8 feet to an iron pin; thence with the line of property now or formerly of Frank E. Friddle, the following courses and distances: S. 56-44 W. 169.8 feet to an iron pin, thence S. 68-03 W. 204.4 feet to an iron pin, thence N. 84-08 W. 258.3 feet to an iron pin, thence S. 58-43 W. 139 feet to an iron pin; thence N. 72-21 W. 257.5 feet to a point in Hudson Road; thence along Hudson Road N. 4-26 E. 313 feet to the point of beginning.

This is the identical property conveyed to the Mortgagors herein by deed of John M. Dillard, dated April 1976, and to be recorded herewith in the R.M.C. Office for Greenville County, South Carolina.



which has the address of 402 Hudson Road Greenville South Carolina 29607 (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.

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