

OFFICE OF THE CLERK  
OF THE COURT  
GREENVILLE SOUTH CAROLINA  
DECEMBER 17 1980  
ASLEY

First Federal Savings and Loan  
P. O. Box 408  
Greenville South Carolina 29602

1528 420

# MORTGAGE

THIS MORTGAGE is made this seventeenth day of December, 1980, between the Mortgagor, Earl Jay Hamil, II and Deborah H. Hamil, (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 four thousand seven hundred and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated Dec. 17, 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 January 1, 1986 .....

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 with all buildings and improvements thereon, situate, lying and being on the southeastern side of Kings Mountain Drive in Greenville County, South Carolina being known and designated as Lot No. 137 as shown on a plat entitled Canebrake Sub-Division, Phase I Supplemental Plat dated February 21, 1979 recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 7-C at Page 11 and having according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin on the southeastern side of Kings Mountain Drive at the joint front corner of lots nos. 137 and 138 and running thence along the common line of said lots, S. 18-10E. 145 feet to an iron pin; thence N. 42-44E. 174.59 feet to an iron pin in the rear line of lot no. 132; thence N. 62-51W. 135.0 feet to an iron pin on the southeastern side of Kings Mountain Drive; thence along the southeastern side of Kings Mountain Drive, S. 39-54 W. 67.88 feet to an iron pin, the point of beginning.

Derivation: This being the same property conveyed to the mortgagor by Deed of Phillip W. Jones and dated 9-8-1980 and recorded in R. M. C. Office of Greenville County on 9-9-1980 in Deed Book #1132 page #906.

This is a 2nd Mortgage and is Junior in Lien to that mortgage executed by Earl Jay Hamil, II and Deborah H. Hamil to First Federal Savings and Loan and dated 9-8-1980 and recorded in R.M.C. Office for Greenville County Greenville S. C. on 9-9-1980 in Book # 1515 Page # 163.

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which has the address of 314 Kings Mountain Drive Greer, S. C. 29651 (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.

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