

Mortgagee's Address:  
P. O. Box 1268  
Greenville, S. C. 29602

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S.C.  
JAN 5 1981  
REC PH '81  
M.C. BARRERSLEY

This instrument was prepared by:  
Love, Thornton, Arnold  
and Thomason

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Franklin D. Hilburn et al  
530.5-1-33  
530.5-1-33.1

**MORTGAGE**  
(Renegotiable Rate Mortgage)

500:1529 PAGE 589

THIS MORTGAGE is made this 5th day of January, 1981, between the Mortgagor, FRANKLIN D. HILBURN and BETTY J. HILBURN (herein "Borrower"), and the Mortgagee, FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION a corporation organized and existing under the laws of the United States whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Fourteen Thousand Eight Hundred Dollars, which indebtedness is evidenced by Borrower's note date January 5, 1981 (herein "Note") which is attached hereto as Exhibit "A," the terms of which are incorporated herein by reference (including any and all renewals, extensions, renegotiations and/or modifications of the original 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, 2001;

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, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, in Butler Township lying and situate on the western side of Ben Hamby Road, and more particularly shown on plat entitled "Property of N. Victor Smith," prepared by H. S. Brockman, R. L. S., dated September 4, 1958, said plat being recorded in the R. M. C. Office for Greenville County in Plat Book TT at Page 61 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center of Ben Hamby Road at the corner of land now or formerly owned by N. Victor Smith (iron pin on line at 15 feet) and running thence S. 56-34 W. 252 feet to an iron pin; thence S. 69-11 W. 12 feet to an iron pin in the center of a proposed 20 foot right-of-way; thence running along and with said 20 foot right-of-way S. 38-32 W. 112.9 feet to an iron pin in the center of right-of-way; thence S. 75-49 E. 232 feet to a point in center of Ben Hamby Road; thence running along and with Ben Hamby Road N. 17-25 E. 93.8 feet to an iron pin in center of Ben Hamby Road; thence continuing along and with the center of Ben Hamby Road N. 5-00 E. 349.2 feet to the beginning.

DERIVATION: Deed of Fidelity Federal Savings and Loan Association recorded January 8, 1981 in Deed Book 1140 at Page 450.

which has the address of Ben Hamby Road Greenville  
(Street) (City)  
South Carolina (herein "Property Address");  
(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 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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