

S.C.

1982

1577

MORTGAGE

THIS MORTGAGE is made this 3rd day of August, 1982, between the Mortgagor, June E. Hamby, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association of South Carolina, 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 Five Thousand and no/100-- (\$5,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated _____, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on Sept. 1, 1992;

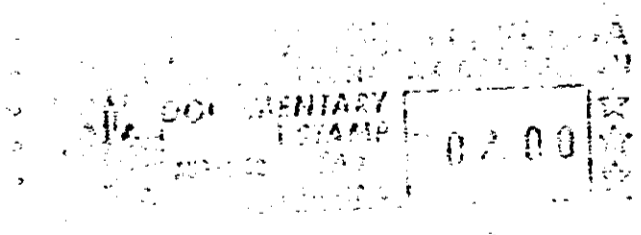
TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 parcel or lot of land situated on the south side of Benjamin Avenue about one mile southward from the City of Greer, Chick Springs Township, Greenville County, State of South Carolina, and being Lot No. 34 in Brookhaven, property of the Dobson Estates, according to survey and plat by H. S. Brockman, Registered Surveyor, dated December 12, 1957, amended September 1, 1959, recorded in Plat Book RR, Page 41, R.M.C. Office for Greenville County, and having the following courses and distances, to-wit:

BEGINNING at an iron pin on the south side of Benjamin Avenue, corner of Lots #33 and 34, and running thence along the line of said lots, S. 10-55W. 170 feet to an iron pin, rear corner of Lot No. 57; thence along the line of Lot No. 57, S. 79-25 E. 100 feet to an iron pin, corner of Lot NO. 35; thence along the line of Lot No. 35, N. 10-55 E. 170 feet to the south side of Benjamin Avenue, thence along said Avenue N. 79-25 W. 100 feet to the beginning corner.

This is a portion of the property conveyed to the grantors herein by deed recorded in Deed Book 620, Page 243, and the same is subject to restrictions recorded in Deed Book 620, Page 229, R.M.C. Office for Greenville County.

This is a second mortgage and junior in lien to that mortgage executed by June E. Hamby to Greer Federal Savings & Loan Association which mortgage is recorded in RMC Office of Greenville County in Book No. 1562 Page 53 dated Janary 26, 1982.



which has the address of 108 Benjamin Avenue Greer, (Street) (City), South Carolina 29651 (herein "Property Address"); (State and Zip Code)

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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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