

P. O. Box 1268  
Greenville, S. C. 29602  
GREENVILLE CO. S. C.

BOOK 1432 PAGE 439

# MORTGAGE

DEC 8 3 25 PM '78

LOUISE S. TANKERSLEY

THIS MORTGAGE is made this 8th day of December 1978 between the Mortgagor, Lyman Eugene Hawkins and Joyce Cook Hawkins (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").

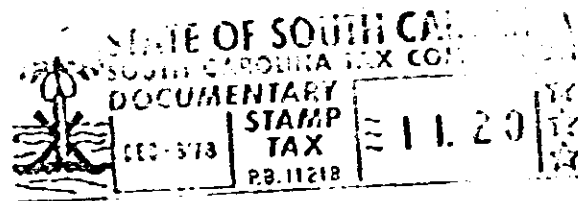
WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty-Eight Thousand and 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated December 8, 1978 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on June 1, 2004;

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 situate, lying and being on the Northwest side of Manly Drive (formerly Crestwood Drive), in Paris Mountain Township, County and State aforesaid, and according to a plat by Webb Surveing and Mapping Co., dated November 19, 1978, containing 1.47 acres and having the following metes and bounds, to-wit:

BEGINNING at a point in the center of the intersection of Manly Drive (formerly Crestwood Drive) and Dreamland Way and running thence along the center of Dreamland Way N. 53-54 W. 220 feet to a point in center of Dreamland Way; thence along a creek N. 64-56 E. 159 feet to an iron pin in or near said creek; thence along said creek N. 19-40 E. 190 feet to an iron pin; thence S. 57-27 E. 239 feet to a point in the center of Manly Drive (formerly Crestwood Drive); thence along the center of said Manly Drive S. 43-07 W. 338.8 feet to the beginning point.

This being the same property conveyed to the mortgagors herein by deed of W. A. Ashmore and Anne S. Ashmore recorded in the RMC Office for Greenville County on May 19, 1975 in Deed Book 1018 at Page 489.



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which has the address of 1 Manly Drive, Greenville, S. C. 29609 (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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