

REC'D
S. C.
AUG 27 14 '79

MORTGAGE

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THIS MORTGAGE is made this 17th day of August 1979, between the Mortgagor, WILLIAM J. HICKEY, SR., AND LYDIA B. HICKEY (herein "Borrower"), and the Mortgagee, FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States of America, whose address is P. O. Box 10148, Greenville, South Carolina 29603 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Seven Thousand Five Hundred and No/100 (\$7,500.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 17, 1979 (herein "Note"), providing for monthly installments of principal and interest with the balance of the indebtedness, if not sooner paid, due and payable on August 1, 1989

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 those pieces, parcels or lots of land situate, lying and being on the Eastern side of Libby Lane, in the Town of Mauldin, County of Greenville, State of South Carolina, being known and designated as Lot No. 145 and a portion of Lot No. 146 as shown on a plat of Hillsborough, Section Three, prepared by R. B. Bruce, R.L.S., dated June 14, 1971, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 4-N at page 42, and having, according to said plat, the following metes and bounds:

LOT NO. 145:
BEGINNING at an iron pin on the Eastern side of Libby Lane at the joint front corner of Lots Nos. 144 and 145, and running thence with the line of Lot No. 144 N. 72-10 E. 161 feet to an iron pin in or near a creek; thence with said creek, as the line, having a traverse line of S. 24-04 E. 110.6 feet to an iron pin at the joint rear corner of Lots Nos. 145 and 146; thence with the line of Lot No. 146 S. 72-10 W. 173 feet to an iron pin on the Eastern side of Libby Lane; thence with the Eastern side of Libby Lane N. 17-50 W. 110 feet to the point of beginning.

PORTION OF LOT NO. 146:
BEGINNING at an iron pin on the Eastern side of Libby Lane at the joint front corner of Lots Nos. 145 and 146, and running thence with the common line of said lots N. 72-10 E. 173 feet to an iron pin in or near a creek; thence with the creek as the line, having a traverse line of S. 34-04 E. 8 feet to a point; thence along a new line through Lot No. 146 S. 74-40 W. 175.4 feet to the point of beginning.

This is the identical property conveyed to the Mortgagors herein by deed of Jake R. Miller, et al., dated June 30, 1976, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1038 at page 931 on July 1, 1976.
which has the address of 206 Libby Lane, Mauldin, South Carolina (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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