

First Federal of South Carolina
Post Office Box 408
Greenville, South Carolina 29602

FILED
GREENVILLE

P 1 3 17 PM
1983

39-1323-867

MORTGAGE

THIS MORTGAGE is made this 5th day of July, 1983, between the Mortgagor, Tyree E. Hyatt and Gail C. Hyatt

, (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 \$7,536.33 (Seven Thousand Five Hundred and Thirty Six and 33/100 Dollars), which indebtedness is evidenced by Borrower's note dated July 5, 1983, (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 30, 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 that certain parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, near Chick Springs, on the East side of Groveland Drive, about three (3) miles westward from the City of Greer, according to a survey and plat of the property of Alger Cannon by Terry T. Dill, Registered C. E., dated August 30, 1968, and having the following courses and distances, to-wit:

BEGINNING at an iron pin on the east side of Groveland Drive, southwestern corner of the lot herein described, and running thence along said Drive, N. 30-42 W. 100 feet to an iron pin; thence N. 43-15 E. 273 feet to an iron pin; thence S. 15-45 E. 172.6 feet to an iron pin; thence S. 59-30 W. 217.5 feet to the beginning corner.

This property is further identified as Lot No. 65 of the Cannon property, as shown on said plat.

This being the same property conveyed to the mortgagor by deed of Alger L. Cannon and recorded in the RMC Office for Greenville County on 04/07/70 in Deed Book 887 at Page 379.

This is a second mortgage and is Junior in Lien to that mortgage assumed by Tyree E. and Gail C. Hyatt which mortgage is recorded in RMC Office for Greenville County on 07/17/69 in Book 1131 at Page 544.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
TAX
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which has the address of Route 3, Groveland Drive, Taylors, (City)
SC 29687 (State and Zip Code) (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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