

500 E. Washington St.  
Greenville, SC FILED  
GREENVILLE CO. S. C.

RILEY & RILEY  
MORTGAGE

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THIS MORTGAGE is made this 25th day of June 1979 between the Mortgagor, William W. Hicks and Linda D. Hicks (herein "Borrower"), and the Mortgagee, Carolina Federal Savings & Loan Association, a corporation organized and existing under the laws of the state of South Carolina whose address is 500 E. Washington St., Greenville, S.C. (herein "Lender").

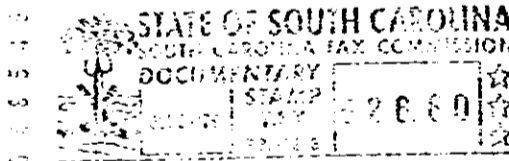
WHEREAS, Borrower is indebted to Lender in the principal sum of Sixty-seven Thousand, and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated June 25, 1979 (herein "Note"), providing for monthly installments of principal and interest with the balance of the indebtedness, if not sooner paid, due and payable on October 1, 2009

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 to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot 47 of subdivision known as Pebble Creek, Phase I as shown on plat thereof prepared by Erwright Associates, Engineers, dated Oct., 1973, recorded in the RMC Office for Greenville County, S.C. in Plat Book 5D at Pages 1-5, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of Sassafras Drive, joint front corner of Lots 46 and 47 and running thence with the joint line of said Lots, S. 34-03 E. 201.15 feet to an iron pin at the corner of Lot 50; thence with the line of Lot 50, N. 77-23 E. 28.1 feet to an iron pin, joint rear corner of Lots 47 and 48; thence with the joint line of said lots, N. 2-39 W. 256.35 feet to an iron pin on the southeastern side of Sassafras Drive; thence with said Drive, S. 53-12 W. 160 feet to the beginning corner.

THIS being the same property conveyed to the mortgagors herein by deed of Dorothy M. Fleming, dated May 23, 1979, and recorded in the RMC Office for Greenville County, S.C. on May 23, 1979 in Deed Book 1103 at Page 120



which has the address of Sassafras Drive, Greenville, South Carolina (Street) (City) (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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