

FILED  
GREENVILLE CO. S. C.  
MAY 31 3 20 PM '79  
DONNIE S. TANKERSLEY  
R.M.C.

# MORTGAGE

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THIS MORTGAGE is made this 29th day of May 1979, between the Mortgagor, Frank P. Hammond and William F. Case (herein "Borrower"), and the Mortgagee, UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF FOUNTAIN INN, a corporation organized and existing under the laws of the United States of America, whose address is 201 Trade Street, Fountain Inn, S. C. 29644 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty-seven Thousand Six Hundred and 00/100 (\$27,600.00) Dollars, which indebtedness is evidenced by Borrower's note dated May 29, 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 September 1, 2009;

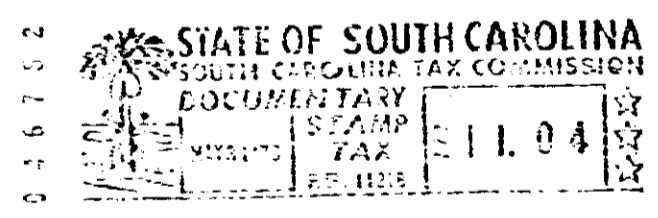
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 42, as shown on a plat entitled "Property of W. Franklin Case and Frank P. Hammond," dated May 25, 1979, which plat is of record in the RMC Office for Greenville County, South Carolina in Plat Book 7-F at page 59, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an old iron pin on the southern side of Pine Ridge Drive joint front corner of Lots 42 and 15; running thence down the joint line of said lots S. 41-27 E. 134.2 feet to an old iron pin; running thence S. 0-57 E. 85 feet to an iron pin in a creek; running thence down said creek S. 84-53 W. 168.2 feet to an old iron pin at the joint rear corner of Lots 42 and 43; running thence up the joint line of said lots N. 17-11 W. 162.4 feet to an old iron pin on the southern side of Pine Ridge Drive; running thence down the southern side of Pine Ridge Drive N. 70-05 E. 133.3 feet to the point of beginning.

Being the same property conveyed to the grantors herein by deed of Lowell H. Tankersley, Executor of Estate of Lehman Adwell Moseley, Sr. and Caroline B. Moseley, Administratrix C.T.A. of Estate of Lehman Adwell Moseley, Sr., dated May 28, 1979, to be recorded herewith.

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which has the address of Lot 42 Pine Ridge Drive, Greenville, S. C. (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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