

REC-20-3  
FEB 24 '80  
SPENCER SLEY

BOOK 1496 857

# MORTGAGE

THIS MORTGAGE is made this 29th day of February 1980, between the Mortgagor, Barry L. Hamby and Debra T. Hamby (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 Five Thousand Three Hundred Fifty Three and 58/100 Dollars, which indebtedness is evidenced by Borrower's note dated February 29, 1980 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on March 1, 2006;

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 buildings and improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina, on the southwestern side of Cherrylane Drive, and being known and designated as Lot No. 59 according to a plat of Farmington Acres prepared by Carolina Engineering and Surveying Company dated December, 1962, and recorded in the R.M.C. Office for Greenville County in Plat Book RR at Pages 106 and 107, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of Cherrylane Drive at the joint front corner of Lots 59 and 60 and running along the common line of said lots, S. 37-15 E. 150 feet to an iron pin at the joint rear corner of Lots 59, 60, 73 and 74; thence along the common line of Lots 59 and 74, S. 52-45 W. 90 feet to an iron pin at the joint rear corner of Lots 58 and 59; thence along the common line of said lots, N. 37-15 W. 150 feet to an iron pin on the southwestern side of Cherrylane Drive; thence along the southwestern side of said Drive, N. 52-45 E. 90 feet to an iron pin at the point of beginning.

The above described property is the same acquired by the Mortgagors by deed from Bruce M. Altom, recorded February 29, 1980.

STATE OF SOUTH CAROLINA  
RECORDING TAX COMMISSION  
VOLUNTARY  
FEB 29 1980

Fidelity Federal Savings & Loan Association  
101 East Washington Street  
Greenville, S. C. 29601

which has the address of 114 Cherrylane Drive Greenville  
[Street] [City]  
S. C. 29611 (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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