GREENVILLE CO. S.C.

1980 281

First Mortgage on Real Estate

MORTGAGE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: Eric C. Hyman and Pauline R. Hyman

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, GREENVILLE, S. C., (hereinafter referred to as Mortgagee) in the sum of ---------- Thirty-Eight Thousand Seven Hundred and No/100---------- DOLLARS ($ 38,700.00), as evidenced by the Mortgagor's note of even date, bearing interest as stated in said note, and payable as therein stated or as modified by mutual agreement, in writing, the final maturity of which is thirty years after the date hereof, unless extended by mutual consent, the terms of said note and any agreement modifying it are incorporated herein by reference; and

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced or readvanced to or for the Mortgagor's account, including advances made by the Mortgagee on other or no security:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars ($3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns.

"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, on the western side of Engel Drive and being known and designated as Lot No. 32 on a plat of OAKLAND TERRACE Subdivision recorded in the RMC Office for Greenville County in Plat Book BB at Page 196, and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the western side of Engel Drive at the corner of Lot No. 31 and running thence with said Drive, N.17-05 W. 124.7 feet to an iron pin; thence S.82-28 W. 177.9 feet to an iron pin; thence S.21-00 W.139.9 feet to an iron pin; thence N.82-28 E. 265.5 feet to the point of beginning.

"In addition to and together with the monthly payments of principal and interest under the terms of the note secured hereby, the mortgagor promises to pay to the mortgagee for the term of the guaranty policy the sum of 1/48th of 1% of the original amount of this loan in payment of the mortgage guaranty insurance covering this loan and on his failure to pay it, the mortgagee may advance it for the mortgagor's amount and collect it as part of the debt secured by the mortgage." "The mortgagors agree to maintain guaranty insurance in force until the loan balance reaches 75% or less of the original appraisal or sales price, whichever is less, and the mortgagee may apply for mortgage guaranty insurance to comply with the above, through the mortgage guaranty insurance company insuring this loan, and that the mortgagor agrees to pay to the mortgagee, annually, as premium for such insurance 1/4 of 1% of the principal balance then existing."

This is the same property as that conveyed to the Mortgagors herein by deed from Wayne Eugene Punch and Margaret W. Punch, dated February 28, 1977 and recorded in the RMC Office for Greenville County on February 28, 1977.

The mailing address of the Mortgagee herein is P. O. Box 1268, Greenville, South Carolina 29602.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures and any other equipment or fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

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