

FILED  
GREENVILLE CO. S. C.  
NOV 20 11 29 AM '79

MORTGAGE

BOOK: 1488 PAGE: 877

THIS MORTGAGE is made this 16th day of November, 1979, between the Mortgagor, Daniel E. Hamby and Elizabeth S. Hamby,

(herein "Borrower"), and the Mortgagee, Home Savings and Loan Association of the Piedmont, a corporation organized and existing under the laws of South Carolina, whose address is 208 East First Avenue, Easley, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of... Nine Thousand and no/... 100/ths... Dollars, which indebtedness is evidenced by Borrower's note dated... November... 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, 1994...

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: in Oaklawn Township, lying on the northwesterly side of Old Georgia Road and being more specifically described and delineated in a plat entitled, "Property of Samuel R. King", prepared by Carolina Surveying Company, dated September 26, 1979, a copy of which is being recorded herewith. The subject property fronts on said road a distance of 62 feet and measures 260.1 feet deep on its northeasterly side and 252.0 on its southwesterly side.

THIS is the identical property conveyed to the Mortgagors by deed of Samuel R. King to be recorded of even date herewith.

ALSO, all that lot of land in the State of South Carolina, County of Greenville, in Grove Township, containing 1 acre, more or less, fronting on the northwesterly side of Old Mill Road a distance of 210 feet and having such metes and bounds as appear by reference to a deed from Larry D. Hamby to Daniel E. Hamby, dated January 4, 1974 and recorded in Deed Book 993 at page 901.

THIS is the identical property conveyed to the Mortgagors by deed of Larry D. Hamby, recorded on February 15, 1974 in Deed Book 993 at page 901.

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE  
NOTARY PUBLIC  
[Signature]

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which has the address of... Old Georgia Rd., Pelzer, S. C. & Route 2, Piedmont, S. C. (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 seized 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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