

FILED
S. C.
MORTGAGE

DEED BY MRS. W. S. HAMILTON

THIS MORTGAGE is made this 21st day of March 1980, between the Mortgagor, James E. Hamilton and Bonnie S. Hamilton (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 Fifty-Three Thousand Fifty-Eight and 19/100 (\$53,058.19) Dollars, which indebtedness is evidenced by Borrower's note dated March 21, 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 piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot 89 on plat of Holly Tree Subdivision, Phase 1, Section 1, which plat is of record in the RMC Office for Greenville County in Plat Book 4X-37, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northerly side of Meaway Court at the joint front corner of Lots 89 & 90, and running thence with the common line of said Lots, S. 28-33 W. 241.57 feet to an iron pin at the joint rear corner of said Lots; thence with the rear line of Lot 89, N. 10-17 W. 272.4 feet to an iron pin at the joint rear corner of Lots 88 & 89; thence with the common line of Lots 88 & 89, S. 86-37 E. 138.53 feet to an iron pin on the northwesterly side of Meaway Court, the joint front corner of Lots 88 & 89; thence along Meaway Court, S. 28-24 E. 53.9 feet to an iron pin, the point of beginning.

This being the same property conveyed to the Mortgagors herein by Deed of James Larry Webb and Ina Sue Webb, which Deed is dated March 21, 1980, and is to be recorded herewith in the RMC Office for Greenville County.

Mortgagee's mailing address: P. O. Box 1268, Greenville, S.C. 29602

which has the address of 104 Meaway Court Simpsonville, S. C. 29681 (herein "Property Address"); (Street) (City) (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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