



MORTGAGE

BOOK 1557 PAGE 380

THIS MORTGAGE is made this 27th day of October 1981 between the Mortgagor, William E. Hamby and Josephine S. Hamby (herein "Borrower"), and the Mortgagee, AMERICAN 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-three thousand, seven hundred, thirty-five and 49/100 Dollars, which indebtedness is evidenced by Borrower's note dated October 27, 1981 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on November 1, 1986

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 on the northern side of Meyers Drive in the City of Greenville, County of Greenville, State of South Carolina and known and designated as Lot No. 19 of a Resubdivision of part of the J. R. Jenkins Estate, plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book Y at Page 95 and according to said plat has the following metes and bounds, to-wit:

BEGINNING at an iron pin at the joint corner of this lot and lot no. 18 and running thence with the northern side of Meyers Drive N. 21-02 W., 66 fett to a point; thence continuing N. 50-05 W., 71 fett to an iron pin; running thence N. 55-30 E., 205.6 feet to an iron pin at the rear corner of Lots Nos. 18 and 19; running thence S. 18-58 W., 192.5 fett to an iron pin, point of beginning. Being the same property conveyed to the Grantor by deed recorded in the R.M.C. Office in Deed Book 765 at Page 570.

This is the same property conveyed by deed of Junius R. Smith, Jr. and Judi S. Smith to William E. Hamby and Josephine S. Hamby, dated April 5, 1967, recorded August 1, 1967, in Volume 825, at Page 113 of the RMC Office for Greenville County, SC.

which has the address of 11 Meyers Drive (Lot 19), Greenville, SC 29605 (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 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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