

FILED
S. C.
JAN 18 1982
MERSLEY

MORTGAGE

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THIS MORTGAGE is made this 18th day of January, 1982, between the Mortgagor, June E. Hamby (herein "Borrower"), and the Mortgagee, GREER FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of South Carolina, whose address is 107 Church Street - Greer, South Carolina 29651 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Ten Thousand, Five Hundred and no/100ths Dollars, which indebtedness is evidenced by Borrower's note dated January 18, 1982 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 1, 1997

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: near the City of Greer, in Chick Springs Township, and being shown and designated as Lot Number 34 on plat entitled, Brookhaven, Property of R. A. Dobson Estate", by H. S. Brockman, Surveyor, dated December 12, 1957, amended September 1, 1959 and recorded in Plat Book RR at page 41 and having such metes and bounds as appear by reference to said plat. The said lot fronts on the southerly side of Benjamin Avenue a distance of 100 feet.

THIS is the identical property conveyed to the Mortgagor and the late Marion E. Hamby in deed recorded in Deed Book 702 at page 331 on July 17, 1962. Said Marion E. Hamby died testate on August 27, 1978 and devised his 1/2 interest to the Mortgagor as will appear by reference to Apartment 1529, File 28 in the Office of the Probate Courts.

RECORDED IN THE OFFICE OF THE CLERK OF THE COURT
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SOUTH CAROLINA

which has the address of Lot 34, Brookhaven; Benjamin Ave., Greer, S. C. (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 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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