

FILED
GREENVILLE S.C.
MAY 9 12 41 PM '83
DONNIE S. WILKINSLEY
R.M.C.

BOOK 1635 PAGE 823

MORTGAGE

THIS MORTGAGE is made this 6th day of May, 1983, between the Mortgagor, Robert Edwin Hipps, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association of South Carolina, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of (31,623.91) thirty one thousand, six hundred twenty three & 91 c. Dollars, which indebtedness is evidenced by Borrower's note dated May 6, 1983, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 1, 1983.

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 certain piece, parcel, or lot of land situate, lying, and being in Austin township, Greenville County, South Carolina, being shown as Lot No. 7 containing 0.53 acres, more or less, according to a plat made by C. O. Riddle, TLS, entitled "Property of Frank T. Hipps," said plat being dated January 11, 1961, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on an unnamed street being the joint front corner of Lots Nos. 6 and 7 and running thence S. 78-36 E., 132.9 feet to an iron pin, rear corner of Lots Nos. 6 and 7; thence S. 8-50 E. 174.1 feet to an iron pin on Sunshine Street; thence along Sunshine Street, N. 82-06 W. 193.3 feet to an iron pin on said unnamed street; thence, along said unnamed street, N. 11-24 E. 174.1 feet to point of beginning.

ALSO that certain right-of-way by the name of Sunshine Street situate, lying, and being between Lots No. 7 and 8, and having the following dimensions: Beginning at an iron pin on an unnamed street being the joint front corner of Sunshine Street and Lot No. 7 herein and running S. 82-06 E. 193.3 feet to an iron pin; thence S. 11-24 W. 50.1 feet to an iron pin; thence N. 82-06 W. 193.3 feet to an iron pin, joint front corner of Sunshine Street and Lot No. 8; thence N. 11-24 E. 50.1 feet to point of beginning.

ALSO included in this deed is all my right, title, and interest in and to those certain lands which lie below the surface of the unnamed lake, also shown on said plat, boundaries of such land being the natural extension of said lines of Lot No. 7 conveyed above (such lines being S. 78-36 E. and S. 82-06 E.) extended to the low water mark of said unnamed lake.

SEE Deed of Frank T. Hipps to Robert Edwin Hipps, recorded in the R.M.C. Office for Greenville County in Book 1062, Page 339, dated May 77.

which has the address of Rt. 2, Hipps Rd., Simpsonville, South Carolina,
(Street) (City)

29681 (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 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.