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BOOK 1610 PAGE 269

# MORTGAGE

THIS MORTGAGE is made this 31st day of May, 1983, between the Mortgagor, Earl Jay Hamil, II and Deborah H. Hamil, (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").

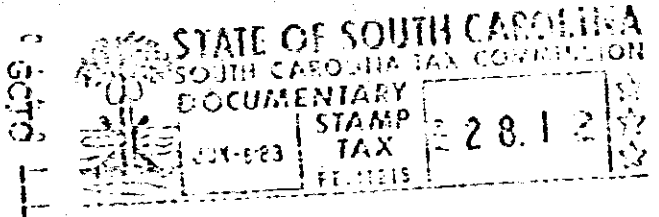
WHEREAS, Borrower is indebted to Lender in the principal sum of Seventy Thousand Three Hundred and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated May 31, 1983, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 1, 2013.....;

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 with all buildings and improvements thereon, situate, lying and being on the southeastern side of Kings Mountain Drive in Greenville County, South Carolina being known and designated as Lot No. 137 as shown on a plat entitled CANEBRAKE SUBDIVISION, PHASE I SUPPLEMENTAL PLAT dated February 21, 1979, recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 7-C at Page 11 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of Kings Mountain Drive at the joint front corner of lots nos. 137 and 138 and running thence along the common line of said lots, S. 18-10 E. 145 feet to an iron pin; thence N. 42-44 E. 174.59 feet to an iron pin in the rear line of lot no. 132; thence N. 62-51 W. 135.0 feet to an iron pin on the southeastern side of Kings Mountain Drive; thence along the southeastern side of Kings Mountain Drive, S. 39-54 W. 67.88 feet to an iron pin, the point of beginning.

The above property is the same property conveyed to the mortgagors by deed of Philip W. Jones recorded September 9, 1980 in Deed Book 1132 at Page 906.



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which has the address of 314 Kings Mountain Drive, Greer, (Street) (City) S. C. 29651 (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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