

REFNO

SEP 2 9 49 AM '83

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MORTGAGE

THIS MORTGAGE is made this 12th day of August 1983, between the Mortgagor, HARRY C. GIBBS, JR. & DEBRA R. GIBBS (herein "Borrower"), and the Mortgagee, H.M.C. Funding Corp. (herein "Lender"), a corporation organized and existing under the laws of the state of Delaware, whose address is 1101 30th St. N.W. Suite 500, Washington, DC 20007.

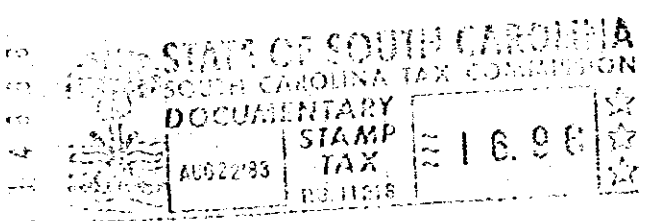
WHEREAS, Borrower is indebted to Lender in the principal sum of FORTY-TWO THOUSAND FOUR HUNDRED and 00/100 (\$42,400.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 12, 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 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 improvements thereon, situate, lying and being in Greenville County, South Carolina, as shown on plat entitled "Survey for Harry C. Gibbs, Jr., and Debra R. Gibbs" prepared by Jeffery M. Plumblee, RLS, dated July 22, 1983 as recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 90 at Page 80, reference being craved hereto to said plat for exact metes and bounds.

This is that property conveyed to Mortgagor by deed of Evans Products Company dated and filed concurrently herewith.

Together with all the Mortgagors' right, title and interest in and to that certain private road known as Pine Ridge Drive which constitutes a 50-foot easement for ingress and egress to the above-described property, all as shown on said plat hereinabove referred to.



which has the address of Rt. #1 Chinquapin Rd., Travelers Rest, South Carolina 29690 (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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