

1695 443

FILED
GREENVILLE CO. S.C. **COMMERCIAL MORTGAGE**
Dec 21 9 45 AM '84

DONNIE S. WALKERSLEY
R.M.C.

THIS MORTGAGE is made this 17th day of December, 1984, between the Mortgagor, BRYAN F. HICKEY AND DIANE T. HICKEY, (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 Ninety-eight Thousand and No/100 (\$98,000.00) Dollars, which indebtedness is evidenced by Borrower's note/agreement dated December 17, 1984, (herein "Note"), said principal sum being payable as set forth in said note with interest at the rate set forth therein, with the balance of the indebtedness, if not sooner paid, due and payable on December 17, 1987, subject to future advances or renewals.

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, with the buildings and improvements thereon, situate, lying and being on the Southerly side of Sandy Creek Court, near the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 267 as shown on a plat entitled "Map No. 1, Section One, Sugar Creek", as recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 5-D at page 18, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the Southerly side of Sandy Creek Court, said pin being the joint front corner of Lots 267 and 268, and running thence with the common line of said lot S. 26-15-19 E. 130.01 feet to an iron pin, the joint rear corner of Lots 267 and 268; thence S. 66-42-32 W. 194.38 feet to an iron pin, the joint rear corner of Lots 267 and 277; thence N. 22-41-33 W. 92 feet to an iron pin; thence N. 44-09-50 E. 156 feet to an iron pin on the Southerly side of Sandy Creek Court; thence with the Southerly side of Sandy Creek Court on a curve, the chord of which is S. 86-01-15 E. 47.94 feet to an iron pin, the point of beginning.

This is the identical property conveyed to the Mortgagors herein by deed of Cothran & Darby Builders, Inc., dated November 21, 1975, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1027 at page 605, on November 21, 1975.

3
DE 21 84
1057

which has the address of 109 Sandy Creek Court, Greer, South Carolina 29651 (herein "Property Address");
(Street) (City) (State and Zip Code)

CHECK IF APPLICABLE: This is a second mortgage and is subject to the lien of a first mortgage executed by Cothran & Darby Builders, Inc. / Fidelity Federal Savings & Loan Association of record in Mortgage Book 1332 Page 233, in the Register's Office for Greenville County, South Carolina.

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, including furniture, furnishings and equipment 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.

3
4
4
0

328-27