37 Villa Road, Greenville, SC 29615 STATE: OF SOUTH CAROLINA) - I CREEN F CO. S. C. MORTGAGE OF REAL PROPERTY Math | 61 PH '80 82 mx 888 November among Ronald L. Hamby and Donna Hamby — (hereinafter referred to as Mortgagor) and FIRST UNION MORTGAGE CORPORATION, a North Carolina Corporation (hereinafter referred to as Mortgagee): WITNESSETH THAT, WHEREAS, Mortgagor is indebted to Mortgagee for money loaned for which Mortgagor has executed and delivered to Mortgagee a Note of even date herewith in the principal sum of Seven Thousand and No/100----- (\$ 7,000,00----), the final payment of which _, together with interest thereon as December 15 . 19 <u>90</u> provided in said Note, the complete provisions whereof are incorporated herein by reference; AND WHEREAS, to induce the making of said loan, Mortgagor has agreed to secure said debt and interest Fidelity Federal Savings and Loan Association in the original amount of \$40,000.00 and recorded in the R.M.C. Office for Greenville County, South Carolina, on November 1, 1978 in Mortgages Book 1448 at Page 950. 25 cat Roman 9. Humby
25 cat N.b., Plus madelica
Diell SC 29627 Together with all and singular the rights, members, hereditaments and appurtenances to said premises o belonging or in anywise incident or appertaining Including but not limited to all buildings, improvements, 5 fixtures, or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures, or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and also together with any screens, window shades, storing doors and windows, screen doors, awnings, stoves and water heaters, fall of which are declared to be a part of said real estate whether physically attached thereto or not). TO HAVE AND TO HOLD the same with all privileges and appurtenances thereunto belonging to Mortgagee, its successors and assigns, forever, for the purposes hereinafter set out and Mortgagor covenants with Mortgagee, its successors and assigns, that Mortgagor is seized of, and has the right to convey, the premises in fee simple; that the premises are free and clear of all encumbrances except for a prior Mortgage, if any; will manage that the premises are free and clear of all encumbrances except for a prior Mortgage, if any; will manage that the premises are free and clear of all encumbrances except for a prior Mortgage, if any; will manage that the premises are free and clear of all encumbrances except for a prior Mortgage, if any; will manage that the premises are free and clear of all encumbrances except for a prior Mortgage, if any; will manage that the premises are free and clear of all encumbrances except for a prior Mortgage, if any; will manage that the premise will warrant and defend title to the premises against the lawful claims of all persons whomsperson HORIGAGE CORPORATION MORTGAGOR COVENANTS with Mortgagee, its heirs, successors and assigns as follows: 1. NOTE PAYMENTS. Mortgagor shall make timely payments of principal and infilterest on the above mentioned Note in the amounts, in the manner and at the place set forth therein. This Mortgage secures payment of said Note according to its terms, which are incorporated herein by reference. 2. TAXES. Mortgagor shall pay all taxes, charges and assessments which may become a lien upon the premises hereby conveyed before any penalty or interest accrues thereon and shall promptly deliver to Mortgagee (at its request) official receipts evidencing payment thereof. In the event of the passage after the date of this Mortgage of any law imposing a federal, state or local tax upon Mortgage or debts secured thereby, the whole principal sum (together with interest) secured by this Mortgage shall, at the option of Mortgagee, its

successors and assigns, without notice become immediately due and payable.

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