

MORTGAGE FILED GREENVILLE CO. S. C.

THIS MORTGAGE is made this 18th day of April 1978, between the Mortgagor, Robert E. Hamby, Mary B. Hamby and H. C. Brown (herein "Borrower"), and the Mortgagee, POINSETT FEDERAL SAVINGS AND LOAN ASSOCIATION of Travelers Rest a corporation organized and existing under the laws of South Carolina whose address is 203 State Park Road, Travelers Rest, S. C. 29690 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Eighteen Thousand Dollars Dollars, which indebtedness is evidenced by Borrower's note dated April 1978 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 1, 2008

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 tract of land in the County of Greenville, State of South Carolina, on Keller Mill Road, being shown and designated as 1.86 acres on Plat for A. F. Jordan, prepared by C. F. Webb, RLS. June, 1975, and having, according to said plat, the following metes and bounds, to wit: BEGINNING, at a point on the northwesterly side of Keller Mill Road at a spike in the center of said Road and running thence N. 40-41 W. 296.9 feet to an old iron pin; thence N. 32-34 E. 248.7 feet to a creek; thence with the creek as the line N. 82-07 E. 128.7 feet to an iron pin; thence continuing with said creek S. 68-19 E. 79 feet to a spike in the center of Keller Mill Road; thence with Keller Mill Road, S. 18-36 W. 445.5 feet to a spike, the point of BEGINNING. The within conveyance is subject to restrictions, utility easements, rights of way, zoning regulations, and other matters as may appear of record, on the recorded plats, or on the premises.

505.1-1-26.1  
367-out of 505.6-1-26  
This is the same property conveyed to H. Curtis Brown by deed of A. F. Jordan, recorded in Deed Book 1061, at page 993, on August 8, 1977. H.C. Brown further conveyed 1/2 interest in said property to Robert E. Hamby and Mary B. Hamby by deed dated April 18, 1978, and recorded in Deed Book 1077, at Page 304.

which has the address of Route 4, Box 353, Keller Mill Road, Travelers Rest, S.C. 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 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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