

MORTGAGE

DO NOT BANKERSLEY  
A.M.C.

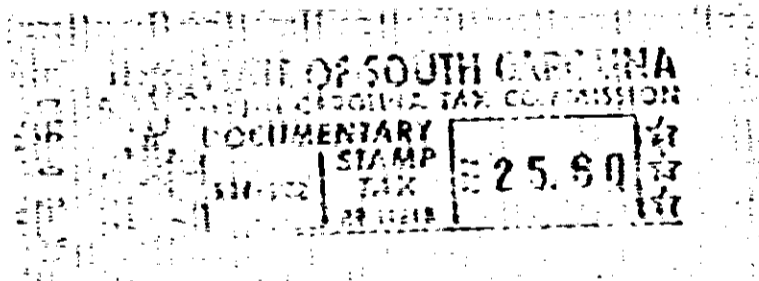
THIS MORTGAGE is made this 5th day of November 1982, between the Mortgagor, Perry V. Hamby and Kathy L. Hamby (herein "Borrower"), and the Mortgagee, Charter Mortgage Company, a corporation organized and existing under the laws of Jacksonville, Florida 32232, whose address is P. O. Box 2259, (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Sixty-Four Thousand and No/100 (\$64,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated November 5, 1982 (herein "Note"), providing for monthly installments of principal and interest with the balance of the indebtedness, if not sooner paid, due and payable on December 1, 2012;

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 situate, lying and being on the northern side of Poplar Lane in the Town of Mauldin, Greenville County, South Carolina, being shown and designated as Lot No. 92 on a plat entitled "HOLLY SPRINGS, SECTION NO. TWO" made by Piedmont Engineers and Architects dated November 1, 1972, recorded in the RHC Office for Greenville County, South Carolina, in Plat Book 4-R at Page 54, reference to said plat being craved for a metes and bounds description thereof.

This is the same property conveyed to the Mortgagors herein by deed of William D. Richardson and James B. Newman of even date to be recorded herewith.



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which has the address of 303 Poplar Lane Mauldin SC 29662 (herein "Property Address"); (Street) (City) (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 noted in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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