

FILED
GREENVILLE CO. S. C.

FEB 6 8 51 AM '76

DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE

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⁷⁶THIS MORTGAGE is made this 30th day of January 1976 between the Mortgagor, Marion W. Foster (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings & Loan Association a corporation organized and existing under the laws of United States of America whose address is 1500 Hampton Street Columbia, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of FIFTY THOUSAND AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated January 30, 1976 (herein "Note"), providing for monthly installments of principal and interest with the balance of the indebtedness, if not sooner paid, due and payable on February, 2005

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 tract of land with all improvements thereon situate, lying and being in the County of Greenville, State of South Carolina, and being known and designated as LOT NO. 73 as shown in plat of Section F of Gower Estates recorded in the RMC Office for Greenville County in Plat Book JJJ, page 99 and according to a more recent survey of the Property of Marion W. Foster made by W. R. Williams, Jr., July 25, 1975, having the following metes and bounds, to wit:

BEGINNING at an iron pin at corner of Lot No. 74 on Henderson Road and running thence along the right of way of Henderson Road the following courses and distances, to wit: S. 33-32 W. 20 feet to an iron pin; thence continuing with the road, S. 39-30 W. 99.7 feet to an iron pin; thence continuing with said road, S. 63-13 W. 70 feet to an iron pin; thence with the branch as the line, N. 36 W. 169.6 feet to an iron pin; running thence still with the branch as the line N. 31-31 E. 52 feet to an old iron pin at the joint rear corner of Lots 73 and 74; running thence along the joint line of said land, S. 51-28 E. 142.8 feet to an old iron pin, the beginning corner on Henderson Road.

This property is subject to the restrictive covenants of Section F, Gower Estates as shown in the RMC Office for Greenville County in DeedBook 790, page 139 and also subject to the original protective covenants recorded in Deed Book 693, at page 67.

This property is subject to all easements and rights of way recorded against said property and as shown on said plat, specifically as shown on said plat is a drainage easement on each side of the creek.



which has the address of 326 Henderson Road, Greenville, South Carolina, 29605 (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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