

South Carolina Federal S&L Assn.
P.O. Box 937
Greenville, SC 29602

FILED

APR 15 3 19 PM '77 MORTGAGE

BOOK 1394 PAGE 728

BERNIE S. TANNER SLEY
R.M.C.

THIS MORTGAGE is made this 15th day of April 1977, between the Mortgagor, Foothills Delta P., Inc. (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 Forty-Nine Thousand, Six Hundred and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated April 15, 1977 (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, 2006.

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, situate, lying and being in the State of South Carolina, County of Greenville, lying on the eastern side of Oakwood Court, being shown and designated as Lot No. 10 on plat of Forrester Woods Section 7, made by R. B. Bruce, dated February 12, 1976, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 5-P, at Page 22, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Oakwood Court at the joint front corner of Lots Nos. 10 and 9, and running thence with the joint line of said lots, S. 58-57 E., 155 feet to an iron pin, joint rear corner of said lots; running thence with the rear line of Lot No. 10, S. 31-03 W., 100 feet to an iron pin, joint rear corner of Lots Nos. 10 and 11; running thence with the joint line of said lots, N. 58-57 W., 155 feet to an iron pin in the eastern side of Oakwood Court; running thence with the eastern side of said Oakwood Court, N. 31-03 E., 100 feet to an iron pin, point and place of beginning.

Being the same property conveyed to Mortgagor herein by deed of W. D. Yarborough, dated April 15, 1977, and recorded in the RMC Office for Greenville County, S. C., in Deed Book 1054, at Page 667.

DOCUMENTARY
STAMP
APR 15 1977
10 84

which has the address of Lot 10, Oakwood Court Mauldin
(Street) (City)
S. C. 29662 (herein "Property Address");
(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 listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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