

Mail to:
 Family Federal Savings & Loan Assn.
 Drawer L
 Greer, S.C. 29651

MORTGAGE

THIS MORTGAGE is made this 24th day of February 1978, between the Mortgagor, Paul J. Foster, Jr. and James Cooley (herein "Borrower"), and the Mortgagee, Family Federal Savings & Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 713 Wade Hampton Blvd., Greer, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of ~~-----~~ Thirty Three Thousand Seven Hundred Fifty and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated February 24, 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 February 1, 1998

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 in the County of Greenville, State of South Carolina, on the eastern side of Washington Avenue and being shown as a portion of Lot No. 2 on a plat of the Property of W. D. McBrayer, dated January 1935, prepared by Dalton & Neves, recorded in the RMC Office for Greenville County in Plat Book J, at Page 37, and having the following metes and bounds, to-wit:

Beginning at an iron pin on the eastern side of Washington Avenue at the joint front corner of Lots Nos. 2 and 17 and running thence with Lot No. 17, N. 38-04 E. 255.4 feet to an iron pin at the joint rear corner of Lot No. 1 and 2; thence with Lot No. 1, N. 47-20 W. 54 feet to an iron pin; thence in a southwesterly direction 223 feet to an iron pin on the eastern side of Washington Avenue; thence with said Washington Avenue, S. 26-26 E. 86 feet to the point of beginning.

This being a portion of that property conveyed to the Mortgagors herein by the Mortgagee herein recorded in the RMC Office for Greenville County, South Carolina simultaneously herewith.

ALSO: All that certain piece, parcel or strip of land located in the County of Greenville, State of South Carolina, and being more fully described according to a plat entitled "Survey for James Cooley and Paul J. Foster, Jr., made by Carolina Surveying Co., 12 Jan. 1978, rev. 21 Feb. 1978, as follows:

Beginning at a point at the joint rear corner of property belonging to Family Federal Savings and Loan Association, Marie W. Cobb and J. B. Holcombe, and running thence S. 44-52 W. 62.3 feet to a point; thence running N. 52-54 W. 3.25 feet to a point; thence running N. 43-29 E. 62.4 feet to a point; thence running S. 47-20 E. 4.8 feet to the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of Marie W. Cobb recorded in the RMC Office for Greenville County, South Carolina simultaneously herewith.

which has the address of 102 West Washington Avenue Greenville, South Carolina 29611 (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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