

LEATHERWOOD, WOODS, FLEED & MANN
GREENVILLE CO. S. C.

MAY 11 2 36 PM '79

GONNIE S. TANKERSLEY
R.M.C.

vr 1466 - 153

MORTGAGE

THIS MORTGAGE is made this 10 day of May, 1979, between the Mortgagor, JERRY E. FOSTER (herein "Borrower"), and the Mortgagee, POINSETT FEDERAL SAVINGS AND LOAN ASSOCIATION of Travelers Rest, a corporation organized and existing under the laws of the United States of America, 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 Thirty Thousand and 00/100 (\$30,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated May 10, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 1, 2009

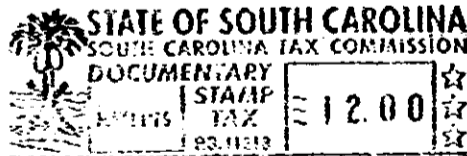
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 located in the County of Greenville, State of South Carolina, and being known and designated as Lot No. 2 of Brookgreen Subdivision, according to a plat recorded in the R.M.C. Office for Greenville County in Plat Book MM at Page 141, and having, according to a more recent plat entitled "Property of Jerry E. Foster" by Freeland and Associates, said plat being dated May 7, 1979, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the joint corner of Lot No. 2 and Lot No. 3 and on the Western edge of Dell Circle, and running thence with the line of Lot No. 3, S. 71-48 W. 110 feet to an iron pin in the joint rear corner of Lot No. 2 and Lot No. 1; thence with the line of Lot No. 1, N. 15-37 W. 184.7 feet to an iron pin on the Southern side of Tigerville Road; thence with Tigerville Road, N. 89-59 E. 117.6 feet to an iron pin located at the Southwestern intersection of Tigerville Road and Dell Circle; thence with the intersection of Dell Circle and Tigerville Road, the chord of which is S. 44-23 E. 42.4 feet to an iron pin on the Western edge of Dell Circle; thence with Dell Circle, S. 2-35 E. 116 feet to an iron pin, the point of beginning.

BEING the same property conveyed to the Mortgagor herein by deed of Roy Winfred Wood, said deed being dated of even date and recorded in the R.M.C. Office for Greenville County in Deed Book 1102 at Page 322.

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which has the address of Tigerville Road Greenville, South Carolina
[Street] [City]
..... (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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