

GRAND FILED
S.C. S. C.
APR 18 11 23 AM '80
DOUGLAS
SPENCER SLEY
R.M.C.

MORTGAGE

THIS MORTGAGE is made this 18th day of April, 1980, between the Mortgagor, David A. Foster and Agnes Y. Foster, (herein "Borrower"), and the Mortgagee, FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of SOUTH CAROLINA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty-Two Thousand Seven Hundred Sixty-Five & 88/100 Dollars, which indebtedness is evidenced by Borrower's note dated April 18, 1980 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 1, 2007.

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 at the western point of the intersection of Muscadine Drive and Shawn Drive, in the Town of Mauldin, County of Greenville, State of South Carolina, being shown and designated as Lot 32 on a plat of Rustic Estates, recorded in the RMC Office for Greenville County in Plat Book 4R-71, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the northwestern edge of Muscadine Drive at the joint corner of Lots 32 and 34, and running thence with the line of said Lots, N. 43-03 W. 65.57 feet to a point at the joint rear corner of Lot 33; thence with the line of Lots 32 and 33, N. 42-01 E. 189.57 feet to a point on the southern edge of Shawn Drive; thence with said Drive, S. 50-00 E. 135 feet to a point; thence S. 08-37 W. 26.08 feet to a point on the northern edge of Muscadine Drive; thence with said Muscadine Drive, S. 67-14 W. 196.99 feet to the point of beginning.

This being the same property conveyed to the Mortgagors herein by Deed of Noel W. Lightsey and Glenda K. Lightsey, of even date, to be recorded herewith in the RMC Office for Greenville County.

Mortgagee's address: P. O. Box 1268, Greenville, S.C. 29602

which has the address of 100 Muscadine Drive Mauldin, S. C. 29662 (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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