

FILED  
JUN. 1 1983  
S. C. DEPT. OF REVENUE

**MORTGAGE**

BOOK 1609 PAGE 560

THIS MORTGAGE is made this 27th day of May 1983, between the Mortgagor, Gerald D. Foster, Carmenlita G. Foster, And Agnes Alexander Grant (herein "Borrower"), and the Mortgagee, UniMortgage Corporation of SC, a corporation organized and existing under the laws of State of South Carolina whose address is Piedmont East Building, Suite 500A, 37 Villa Road Greenville, South Carolina 29615 (herein "Lender").

WHEREAS Borrower is indebted to Lender in the principal sum of U.S. \$ 11,600.00 which indebtedness is evidenced by Borrower's note dated May 27, 1983 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on June 1, 1993;

TO SECURE to Lender 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, 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 lot of land in Chick Springs Township, Greenville County, State of South Carolina, in or near the town of Taylors, South Carolina, lying on the south side of the Piedmont & Northern Railroad and on the east side of the Old Taylors Mill Road, and being part of the same land conveyed to Ethel Brock by deed from Vance W. Crowder, January 2, 1926, recorded in the Office for Greenville County Register of Mesne Conveyance, in Deed Book 63 at page 460, and having the following courses and distances, to-wit:

BEGINNING at a stake on the East side of Old Taylors Mill Road and on the South side of the right of way of the said Piedmont & Northern Railroad, and running thence with the East Margin of the said road S. 17-00 E. 70 feet to a stake or iron pin, new corner; thence S. 83-17 E. 270 feet to a small branch (stake or iron pin back on line at 8 feet); thence down the branch N. 4-43 W. 65.2 feet to a point on the header of the culvert under the said railroad; thence N. 83-17 W. 285.2 feet to the beginning corner.

The above described tract is conveyed subject to existing easements, rights of way reservations and restrictions, if any.

The above described property is the same tract conveyed to the Grantor by Deed of Guaranty Mortgage Co., Inc. dated January 5, 1983 and recorded on March 10, 1983 in Deed Volume 1184 at page 128.

It is the intention of the Grantor to convey to the Grantee in trust for Janey Gabrielle Foster and Anna Tiffany Foster, subject to the reservation of life estate in the Grantor. Commencing upon my death, I authorize and empower my Trustee, and any successor Trustee, to have and to hold the aforesaid property for the sole use and benefit of my granddaughters, Janey Gabrielle Foster and Anna Tiffany Foster, and direct my Trustee to pay over and distribute any principal and net income derived from the above described property to or for my said granddaughters until such time as and when each of them shall attain the age of twenty-one (21) years, at which time my Trustee, and any successor Trustee, shall convey an undivided one-half (1/2) interest unto each of my said granddaughters. In the meantime, I authorize and empower my Trustee, and any successor Trustee, to manage and deal with the aforesaid trust estate in all particulars to the same extent that I could so manage if living, and, in the unrestricted and independent exercise of her discretion, without the necessity of applying to any court or which has the address of 16 Aiken Chapel Road Taylors, South Carolina 29687 (herein "Property Address");

South Carolina 29687 (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 and rents, all of which 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 hereinafter 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, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.
2. **Funds for Taxes and Insurance.** Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and

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SOUTH CAROLINA - HOME IMPROVEMENT - 1-80-FNMA/FHLMC UNIFORM INSTRUMENT

#1057-SC

STATE OF SOUTH CAROLINA  
DOCUMENTARY TAX COMMISSION  
STAMP TAX \$04.64

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