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COMMERCIAL BANK

# MORTGAGE

THIS MORTGAGE is made this 19th day of August 1983 between the Mortgagor, Ned A. Foster and B. Robert Coker, Jr. (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL BANK, F.S.B., a corporation organized and existing under the laws of THE UNITED STATES OF AMERICA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty Thousand and No/100 ( \$20,000.00 ) Dollars, which indebtedness is evidenced by Borrower's note dated August 19, 1983 (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 15, 1984

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 lot of land with improvements situate, lying and being on the northwestern side of Linton Street in the City of Greenville, Greenville County, South Carolina, being shown and designated as Lot Nos. 59 and 60 on a plat of Norwood Heights, recorded October 9, 1906, prepared by J. N. Southern, and recorded in the RMC Office for Greenville County in Plat Book A at Page 133, reference to which is hereby craved for the metes and bounds thereof.

This being the same property acquired by the Mortgagors by deed of Samuel R. Pierce, Jr., Secretary of Housing and Urban Development of Washington, D. C. dated August 19, 1983 and to be recorded herewith.

which has the address of 7 Linton Street, Greenville, South Carolina (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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