

FILED
GREENVILLE
SEP 30 1983
DONALD W. HAY

1028 592

MORTGAGE

THIS MORTGAGE is made this 30th day of September, 1983 between the Mortgagor, DAVID L. FORTSON (herein "Borrower"), and the Mortgagee, FIRST PIEDMONT FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of South Carolina, whose address is 210 South Limestone Street - Gaffney, South Carolina 29340 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty Two Thousand and 00/100 (\$52,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated September 30, 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 October 1, 2003.

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 and being in Greenville County, South Carolina and known as Lot 25 of Foxcroft Subdivision, Section 4 in the RMC Office for Greenville County and being more fully described as follows:

BEGINNING on the northern side of Queen Ann Road at the joint front corner of Lots 24 and 25; and running thence N. 3-49 W. 165 feet to an iron pin; thence N. 86-11 E. 128 feet to an iron pin; thence S. 3-49 E. 165 feet to an iron pin on the northern side of Queen Ann Road; thence S. 86-11 W. 128 feet to the point of beginning.

This being the same property conveyed to the Mortgagor herein by deed of Lincoln Edward Tumey and Mary Lee Tumey dated and recorded September 30, 1983 in Deed Book 1197 at Page 536 in the RMC Office for Greenville County.

RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF GREENVILLE COUNTY, SOUTH CAROLINA
ON SEP 30 1983
BOOK 1197 PAGE 536

which has the address of 9 Queen Ann Road Greenville, South Carolina 29615 (herein "Property Address");
(Street) (City) (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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