

FILED
GREENVILLE S.C.
OCT 19 10 03 AM '83

MORTGAGE

THIS MORTGAGE is made this 17th day of October, 1983, between the Mortgagor, Ned A. Foster, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association of South Carolina, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty Two Thousand Five Hundred Thirteen and 04/100 (\$22,513.04) dollars, which indebtedness is evidenced by Borrower's note dated October 17, 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 April 14, 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 certain piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, on the West side of Buncombe Road, and being known and designated as all of Lot No. 1 of Block A of the property of Mt. View Land Company as shown by plat thereof recorded in the RMC Office for Greenville County, in Plat Book A, at Pages 396 and 397, and a portion of the lot adjoining said Lot No. 1 on the South and being more particularly described as follows:

BEGINNING at an iron pin on the West side of Buncombe Road at a point 111.4 feet Northwest of the intersection of Martin Street with Buncombe Road, corner of another lot belonging to M. A. McKinney Estates; and running thence approximately S. 87 W. 51.3 feet to an iron pin in line dividing two lots of said McKinney Estate; thence approximately N. 87 W. 33.9 feet to an iron pin in line of said lots; thence approximately N. 87 W. 21.6 feet to an iron pin in line of Lot No. 33, Block A, plat Book A, pages 396 and 397; thence along the line of that lot, approximately N. 20 W. 8.7 feet to an iron pin in line of Lot No. 1, Block A, being the rear corner of Lot No. 33; thence approximately S. 89 1/2 W. 90 feet along the rear of Lot No. 32 and 33, to an iron pin on a 10 foot alley as shown on said plat; thence along the line of said alley approximately N. 20 W. 33.5 feet to an iron pin, joint rear corner of Lots 1 and 2 of Block A (Lot No. 2 now or formerly belonging to Mrs. G. C. Cloninger); thence along the line of said lots 1 and 2, approximately N. 86 E. 188.8 feet, more or less, to an iron pin on West side of Buncombe Road, which pin is 178.5 feet from the intersection of Martin Street with Buncombe Road; thence along the line of Buncombe Road (15 feet behind sidewalk line) approximately S. 22 E. 67.1 feet to the beginning corner.

This being the same property acquired by the Mortgagor by deed of Calvin H. Willis of even date to be recorded herewith.

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which has the address of 2701 Old Buncombe Road, Greenville, (City)
S. C. 29609 (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 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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