

Mortgagee's Mailing Address: 301 College Street, Greenville, S. C. 29601

GREENVILLE S.C.
NOV 17 11 45 AM '83
JOHN W. WATKINS
R.M.C.

1635-730

MORTGAGE

THIS MORTGAGE is made this 15th day of November, 1983, between the Mortgagor, Michael R. Foust and Vickie T. Foust

(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 Fifty Thousand Dollars & No/100 Dollars, which indebtedness is evidenced by Borrower's note dated November 15, 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 December 1, 2013.

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 located in the County of Greenville, State of South Carolina and lying and being on the north side of Merrifield Place and being known and designated as Lot No. 97 on a plat entitled "Final Plat Revised, Map #1, Foxcroft, Section II" said plat being recorded in the RMC Office for Greenville County in Plat Book 4N at Pages 36 and 37 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the north side of Merrifield Place, said pin being at the joint front corner of Lots 96 and 97 and running thence with the common line of said lots, N. 11-50 E. 213.4 feet to an iron pin at the joint rear corner of Lots 96 and 97; thence N. 50-01 W. 47 feet to an iron pin; thence S. 46-15 W. 242 feet to an iron pin at the joint rear corner of Lots 97 and 98; thence with the common line of said lots, S. 50-52 E. 151.3 feet to an iron pin on the north side of Merrifield Place; thence with the north side of Merrifield Place, on a curve, the chord of which is N. 64-22 E. 55 feet to an iron pin, the point of beginning.

This being the same property conveyed to the mortgagors herein by deed of Girard A. Chapiro and Beatrice Chapiro of even date and to be recorded herewith.

which has the address of 7 Merrifield Place Greenville
S.C. 29615 (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.

SOUTH CAROLINA —

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