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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
FILED
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**MORTGAGE
OF
REAL PROPERTY**

THIS MORTGAGE, executed the 23 day of December, 1983, by John E. Foster and Connie L. Foster (hereinafter referred to as "Mortgagor") to Capital Bank and Trust (hereinafter referred to as "Mortgagee") whose address is P.O. Box 8, Belton, S.C. 29627

WITNESSETH:

IN CONSIDERATION of the sum of Three Dollars (\$3.00) paid to Mortgagor by Mortgagee and in order to secure the payment of a promissory note including any renewal, extension or modification thereof (hereinafter referred to as the "Note"), dated December 23, 1983, to Mortgagee for the principal amount of ~~Twenty three thousand four hundred forty four~~ ^{10/100} Dollars, plus interest thereon and costs of collection, including attorneys' fees, and to further secure all future advances or re-advances that may subsequently be made to Mortgagor by Mortgagee evidenced by the aforesaid Note or any renewal, extension or modification thereof or evidenced by any instrument given in substitution for said Note, Mortgagor has granted, bargained, sold and released to Mortgagee and the successors and assigns of Mortgagee, and by this Mortgage does grant, bargain, sell, and release to Mortgagee and the successors and assigns of Mortgagee, all the following real property (hereinafter referred to as the "Property"):

All that certain piece, parcel or tract of land situate, lying and being in the County of Greenville, State of South Carolina, containing 9.68 acre, more or less, on a plat dated September, 1978, of record in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 7-A, at Page 64, said tract having the following metes and bounds, courses and distances. Beginning at the Northermost iron pin in the middle of Greenville Pelzer Road running S. 57-21 E. for 297.1 ft., to iron pin, running thence N. 32-18 E. for 61.9 ft., to an iron pin, thence N. 63-16 E. 38.9 ft., to an iron pin, running thence N. 32-18 E. for 229.6 ft. to an iron pin, thence N. 9-32 W. for 390.2 ft., a branch intervening to an iron pin, running thence S. 82-58 E. for 396.6 ft., to an iron pin, thence running S. 4-12 W. for 376.5 ft. to an iron pin, branch intervening, thence running N. 87-31 E. for 414.2 ft., to an iron pin, running thence S. 14-02 W. for 777.4 ft. to an iron pin, thence running N. 56-48 W. for 117.1 ft., to an iron pin; thence running N. 56-29 W. for 376.2 ft. to an iron pin, thence running N. 32-10 E. for 386.1 ft. to an iron pin, running thence N. 57-42 W. for 345 ft. to an iron pin, thence running S. 32-10 W. for 97 ft. to an iron pin, running thence S. 15-10 W. for 90.9 ft. to an iron pin, thence running S. 46-29 W. for 70.4 ft. to an iron pin, running thence S. 74-51 W. for 44.3 ft. to an iron pin, running thence S. 32-18 W. for 82.1 ft. to an iron pin, running thence S. 57-21 W. for 305.9 ft. to an iron pin, thence running N. 3-24 E. for 22.9 ft. to the point of beginning, LESS AND EXCEPTING HOWEVER, all that certain piece, parcel or tract of land being known and designated as Tract A, containing 0.17 acres, more or less, as shown on a plat made by James L. Strickland, Reg. L.S. #4042, dated September, 1978, of record in the R.M.C. Office for Greenville County, S.C., in Plat Book 8-Y, at Page 43.

This is the same piece, parcel or tract of land conveyed unto John F. Foster and Connie L. Foster, Randy S. Shackelford and Rosemarie Shackelford, by deed of Hulon B. Rhodes, Sr., dated May 8, 1979, of record in the R.M.C. Office for Greenville County, S.C., in Deed Book 1102, at Page 93, the said Randy S. Shackelford and Rosemarie Shackelford having conveyed all their undivided one-half (1/2) interest in and to said property unto John E. Foster and Connie L. Foster, by Deed dated October 31, 1980 of record in the R.M.C. Office for Greenville County, S.C., in Deed Book 1143, at Page 433, the said Hulon B. Rhodes, Sr., having conveyed by way of corrected deed the above-referenced property unto John E. Foster and Connie L. Foster, dated February 22, 1982, of record in the R.M.C. Office for Greenville County, S.C., in Deed Book 1163, at Page 957.

TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto (all of the same being deemed part of the Property and included in any reference thereto):

TO HAVE AND TO HOLD all and singular the Property unto Mortgagee and the heirs, successors or assigns of Mortgagee forever.

MORTGAGOR covenants that Mortgagor is lawfully seized of the Property in fee simple absolute, that Mortgagor has good right and is lawfully authorized to sell, convey or encumber the same, and that the Property is free and clear of all encumbrances except as expressly provided herein. Mortgagor further covenants to warrant and forever defend all and singular the Property unto Mortgagee and the heirs, successors or assigns of Mortgagee from and against Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of Mortgagor and Mortgagee, that if Mortgagor pays or causes to be paid to Mortgagee the debt secured hereby, the estate hereby granted

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