

MORTGAGE

This form is used in connection with mortgages insured under the one- to four-family provisions of the National Housing Act.

STATE OF SOUTH CAROLINA,  
COUNTY OF GREENVILLE

FILED  
GREENVILLE S.C.  
JAN 12 4 45 PM '84  
DUNN  
N.H.C. ASLEY

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Ned A. Foster  
Greenville County, South Carolina

of  
, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto First Federal Savings and Loan Association of South Carolina

, a corporation  
, hereinafter  
organized and existing under the laws of The United States  
called the Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, in the principal sum of Twenty Six Thousand and No/100-----Dollars (\$ 26,000.00 ),

with interest from date at the rate of Twelve and one-half per centum ( 12.50 %) per annum until paid, said principal and interest being payable at the office of First Federal Savings and Loan Association of South Carolina, 301 College Street, P. O. Drawer 408, Greenville, S. C. 29602 or at such other place as the holder of the note may designate in writing, in monthly installments of Two Hundred Ninety-Five and 40/100-----Dollars (\$ 295.40 ), commencing on the first day of March, 1984, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of February, 2004.

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt and for better securing the payment thereof to the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell, and release unto the Mortgagee, its successors and assigns, the following-described real estate situated in the County of Greenville, State of South Carolina:

ALL that certain piece, parcel or lot of land in 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 Mountain View Land Co. 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 shown on a more recent plat known as PROPERTY OF NED A. FOSTER prepared by Carolina Surveying Co. on January 9, 1984 and recorded in the RMC Office for Greenville County in Plat Book 10-G at Page 7/ and having metes and bounds as shown on said later plat.

This being the same property acquired by the Mortgagor by deed of Calvin H. Willis dated October 17, 1983 and recorded in the RMC Office for Greenville County in Deed Book 1198 at Page 680 on October 18, 1983.

THE RIDER ("RIDER") ATTACHED HERETO AND CALCULATED OF EVEN DATE HEREWITH IS INCORPORATED HEREIN AND THE COVENANTS AND AGREEMENTS OF THE RIDER SHALL AMEND AND SUPPLEMENT THE COVENANTS AND AGREEMENTS OF THIS MORTGAGE, DEED OF TRUST OF DEED TO SECURE DEBT AS IF THE RIDER WERE A PART HEREOF.

STATE OF SOUTH CAROLINA  
SOUTH CAROLINA TAX COMMISSION  
DOCUMENTARY  
STAMP  
JAN 12 '84  
TAX  
\$ 10.40  
FEB 11 1984

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures and equipment now or hereafter attached to or used in connection with the real estate herein described.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its successors and assigns forever.

The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute, that he has good right and lawful authority to sell, convey, or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever. The Mortgagor further covenants to warrant and forever defend all and singular the premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor covenants and agrees as follows:

1. That he will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner herein provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity: provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

716

1328-W-2