

MORTGAGE

FILED
GREENVILLE CO. S.C.
SEP 27 1984

THIS MORTGAGE was made this 21st day of September 1984 between the Mortgagee, Larry D. Foster, known of record as, Larry A. Foster (herein "Borrower"), and the Mortgagee, Freedlander, Inc. The Mortgagee, Freedlander, Inc., a corporation organized and existing under the laws of Virginia whose address is 4020 West Broad Street, Richmond, Virginia 23230 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the amount of U.S. \$ 47272.80 which indebtedness is evidenced by Borrower's note dated September 21, 1984, and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on September 27, 1994;

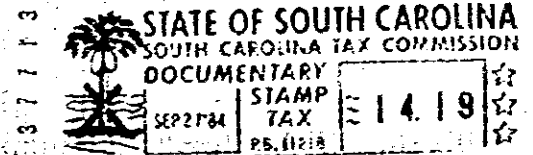
TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, 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 piece, parcel or lot of land with all improvements thereon situate, lying and being in the State of South Carolina, County of Greenville, on the western side of East Belvedere Road, in Gann Township, near the City of Greenville, being shown and designated as Lot No. 39 of South Forest Estate, according to a plat made by Pickell and Pickell, Engineers, August 29, 1955, recorded in the RMC Office for Greenville County in Plat Book GG, page 181, and a more recent plat of Larry D. Foster prepared by Richard Wooten Land Surveying Company dated September 14, 1978, recorded in the RMC Office for Greenville County in Plat Book 6-T, page 58, and having according to the more recent plat the following metes and bounds, to wit:

BEGINNING at an iron pin on East Belvedere Road, joint front corner of Lots 39 and 40, and running thence with the common line of said lots S. 57-25 W. 141.4 feet to an iron pin, joint rear corner of said lots; running thence along the rear of Lot 39, N. 27-15 W. 90.4 feet to an iron pin, joint rear corner of Lots 38 and 39; running thence with the common line of said lots N. 57-25 E. 132.9 feet to an iron pin on East Belvedere Road, joint front corner of said lots; thence with said road S. 32-35 E. 90.0 feet to an iron pin, the point of beginning.

This being same property conveyed to the Mortgagor herein by deed of Michael G. Burton recorded September 19, 1978, in Deed Book 1088, page 82.

This mortgage is junior in lien to that certain mortgage in favor of Collateral Investment Company in original sum of \$27,500.00 recorded September 19, 1978, in Mortgage Book 1444, page 655.



which has the address of 113 East Belvedere Road Greenville [City] South Carolina 29605 (herein "Property Address"); [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 and rents, all of which 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 hereinafter 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, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows:
1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.
2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and

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