

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
FILED
NOV 26 4 00 PM '84
DONNIE S. HARRIS, CLERK

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:
THIS MORTGAGE SECURES FUTURE ADVANCES

WHEREAS, DONNIE S. HARRIS, CLERK
ELBERT FOSTER

(hereinafter referred to as Mortgagor) is well and truly indebted unto Associates Financial Services Company of South Carolina, Inc., successors and assigns forever (hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's loan agreement of even date herewith, the terms of which are incorporated herein by reference, in the amount of \$ 5005.54, together with interest provided in the loan agreement.

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums and other obligations for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, the Maximum Outstanding at any given time not to exceed said amount stated above, and also in consideration of the further sum of Three Dollars (\$3.00) 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:

ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of GREENVILLE, to wit: Being bounded by lands of Kirbie Bridwell and Mrs. Pearle Bridges Bridwell on the South and land of Simon Foster on the West, North and East, and having the following metes and bounds, to-wit: BEGINNING at a large stone on Mrs. Pearle Bridges Bridwell line and running thence N. 57E 4.57 chaines to iron pin, 3XNM on other lands of the mortgagor; thence S 25 3/4E. 4.36 chaines to iron pin near Simon Foster's barn; thence S. 30 1/2 W 3.96 chaines to iron pin on little road leading from highway to Simon Foster's home; thence N 33 W 2.31 chaines to an old decaying oak stump (joint corner of the said Simon Foster, Kirbie Bridwell and Mrs. Pearle Bridges Bridwell); thence N. 40 1/2 W 3.26 chaines to beginning corner and containing two acres, more or less, according to survey of said land made by J. Earle Freeman on November 22, 1941.

This is the same property conveyed by Simon Foster to Elbert Foster on 1/17/42. (DB 241, P. 369) Subsequently Elbert Foster deeded 1/2 undivided interest to his wife, Mary E. Foster on 4/23/69 by deed recorded in DB 872 at P. 143. Mary E. Foster died intestate on 3/9/70 as will appear by reference to Apt. 1384, File 30. That portion of Mary E. Foster's 1/2 interest which did not vest in her surviving husband, Elbert Foster, at her death was subsequently devised to him by the following deeds: Deed of Minnie Mae Smith dated 5/26/80 recorded in Deed Book 1182 at Page 205. Deed of Cleo Littlejohn dated 2/4/77 recorded in (See over)

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

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

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as herein specifically stated otherwise as follows:

None

The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

(2) That it will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and any other hazards specified by Mortgagee, in an amount not less than the mortgage debt, or in such amounts as may be required by the Mortgagee, and in companies acceptable to it, and that all such policies and renewals thereof shall be held by the Mortgagee, and have attached thereto loss payable clauses in favor of, and in form acceptable to the Mortgagee, and that it will pay all premiums therefor when due; and that it does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does hereby authorize each insurance company concerned to make payment for a loss directly to the Mortgagee, to the extent of the balance owing on the Mortgagee debt, whether due or not.

(3) That it will keep all improvements now existing or hereafter erected in good repair, and, in the case of a construction loan, that it will continue construction until completion without interruption, and should it fail to do so, the Mortgagee may, at its option, enter upon said premises, make whatever repairs are necessary, including the completion of any construction work underway, and charge the expenses for such repairs or the completion of such construction to the mortgagee debt.

(4) That it will pay, when due, all taxes, public assessments, and other governmental or municipal charges, fines or other impositions against the mortgaged premises. That it will comply with all governmental and municipal laws and regulations affecting the mortgaged premises.

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