

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREENVILLE CO. S. C.

BOOK 1592 PAGE 173

MORTGAGE OF REAL ESTATE

JAN 24 9 45 AM '83
DONNIE S. TANKERSLEY
R.M.C.

ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Larry D. Foster

(hereinafter referred to as Mortgagor) is well and truly indebted unto Sharonview Federal Credit Union, Post Office Box 32414, Charlotte, NC 28232,

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Nine Thousand Four Hundred Sixty-Eight and 64/100 (\$9,468.64) ----- Dollars (\$ 9,468.64) due and payable

in accordance to the terms of and provisions of the note of even date which this mortgage secures

with interest thereon from date at the rate of 13.50% per centum per annum, to be paid: monthly.

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for 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 for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, 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, on the western side of East Belvedere Road, in Gantt Township, near the City of Greenville, being shown and designated as Lot No. 39 of South Forest Estates, 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, at 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, at 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 is the same property conveyed to Larry D. Foster by deed of Michael G. Burton dated September 15, 1978, and recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1088, at Page 82.

The lien of this mortgage is junior and inferior in rank to that first mortgage given by mortgagor to Collateral Investment Company on September 15, 1978, in the original amount of \$27,500.00 as recorded in the RMC Office for Greenville County, South Carolina, in REM Book , at Page

If all or any part of the property or an interest therein is sold or transferred by borrower without lender's prior written consent, excluding: (a) the creation of a lien or encumbrance subordinate to this mortgage; (b) the creation of a purchase-money security interest for household appliances; (c) a transfer by devise, descent, or by operation of law upon the death of a joint tenant; or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, lender may, at lender's option, declare all the sums secured by the mortgage to be immediately due and payable.

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 provided herein. 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.

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