

APR 12 4 07 PM '83
DONNIE S. LINDSEY
R.M.C.

MORTGAGE

30-1601-789

THIS MORTGAGE is made this 11th day of April 1983, between the Mortgagor, Ned A. Foster and B. Robert Coker, Jr. (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of THE UNITED STATES OF AMERICA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Ten Thousand Six Hundred Sixty Five and 75/100 Dollars, which indebtedness is evidenced by Borrower's note dated April 11, 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 8, 1983 (\$10,665.75)

To SECURE to Lender (a) 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, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), 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 certain piece, parcel or lot of land with all buildings and improvements thereon situate, lying and being in the County of Greenville, State of South Carolina, on the eastern side of "D" Street and being known and designated as Lot No. 41 on plat of Section 6 of Judson Mill Village, made by Dalton & Neves, Engineers in November, 1941, said plat recorded in the RMC Office for Greenville County in Plat Book K at Pages 106 and 107 and having such metes and bounds as shown thereon, reference to said plat being made for a more complete description.

This being the same property acquired by the Mortgagors by deed of Annie Lee Ernest dated April 7, 1983 and recorded in the RMC Office for Greenville County on April 7, 1983 in Deed Book 1185 at Page 972.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
TAX 12 04 28

which has the address of 10 D Street, Judson, Greenville, (Street) (City)
South Carolina (herein "Property Address"); (State and 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, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, 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 herein 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, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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