

AUG 19 4 14 PM '83

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OGHNS: BUDY

MORTGAGE

THIS MORTGAGE is made this 19th day of August 1983 between the Mortgagor, Ned A. Foster and B. Robert Coker, Jr. (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL BANK, F.S.B. 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 Twenty Thousand and No/100 (\$20,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 19, 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 November 17, 1983.

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 those certain pieces, parcels or lots of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lots Nos. 12 and 13, Oak Hill Drive, as shown on plat of Shady Acres of record in the RMC Office for Greenville County, S. C. in Plat Book 000 at Pages 76 and 77. Reference to said plat is hereby craved for a metes and bounds description thereof.

This being the same property acquired by the Mortgagors by deed of Samuel R. Pierce, Jr., Secretary of Housing and Urban Development of Washington, D. C. dated August 19, 1983 and to be recorded herewith.

which has the address of 33 Oak Hill Drive, Piedmont, South Carolina 29673 (herein "Property Address");

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 issued by Lender's title insurer on the Property.

SOUTH CAROLINA STATE UNIFORM INSTRUMENT

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