

FILED
GREENVILLE
SEP 1 11 43 AM '83

MORTGAGE

BOOK 1323 PAGE 835

THIS MORTGAGE is made this 31st day of August 1983, between the Mortgagor, Ned A. Foster (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 Thirteen Thousand Nine Hundred Sixty Six and 98/100 (\$13,966.98) Dollars, which indebtedness is evidenced by Borrower's note dated August 31, 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 AS STATED IN NOTE.

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 improvements thereon, situate, lying and being in or near the City of Greenville, County of Greenville, State of South Carolina, being more particularly described as Lot No. 2, Section C, as shown on plat entitled "A Subdivision for Woodside Mill, Greenville, S. C." made by Pickell & Pickell Engineers, on January 15, 1950, and recorded in the RMC Office for Greenville County in Plat Book W at Pages 111 through 117, inclusive. According to said plat the within described lot is also known as 73 East North 6th Street and fronts thereon 58 feet.

This being the same property acquired by the Mortgagor by deed of James W. Skelton, Sr. of even date to be recorded herewith.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
SEP-1983 TAX \$ 05.60
SELLER

2 SE 1 83 981

which has the address of 73 North 6th Street, Woodside, Greenville, South Carolina (herein "Property Address");
(Street) (City)
(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 seised 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.

14328-W-2