

STATE OF SOUTH CAROLINA,

GREENVILLE COUNTY.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, James F. Foster

SEND GREETING:

WHEREAS, I, James F. Foster

in and by my certain promissory note in writing, of even date with these presents, am well and truly indebted to AMERICAN BUILDING AND LOAN ASSOCIATION, a corporation incorporated under the laws of the State of South Carolina, in the full and just sum of Seventeen hundred no/100 Dollars,

to be paid on or before the date when the 23rd. Series of the Instalment

Stock of the said AMERICAN BUILDING AND LOAN ASSOCIATION shall reach maturity, with interest thereon from date at the rate of eight per cent. per annum, payable weekly, on or before Saturday night of each and every week, until paid in full; and if

I fail to pay said interest or to complete in respects with the By-Laws of said association, for the space of thirty days, then said debt shall become immediately due and payable together with all interest, fines and expenses, and all amounts advanced by the said Association on the within described property, by way of taxes or insurance, the same to be added to the amount due on said note and to be collectible as part thereof, together with an attorney's fee of ten per cent. if the same be placed in the hands of an attorney for collection, or if said debt, or any part thereof be collected by an attorney, or legal proceedings of any kind of which is secured under this mortgage, as provided in and by the said note, reference being thereunto had, will more fully appear.

NOW, KNOW ALL MEN, That I, James F. Foster

James F. Foster

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said AMERICAN BUILDING AND LOAN ASSOCIATION, according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me the said James F. Foster

in hand well and truly paid by the said AMERICAN BUILDING AND LOAN ASSOCIATION, at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said AMERICAN BUILDING

AND LOAN ASSOCIATION All that lot of land in Greenville Township, Greenville County, South Carolina, on the east side of Ware Street in the City of Greenville, and being a portion of lots Nos. 3, 4 and 5 as shown on plat of the Bankrupt property of W.H. Irvine, made by R.E. Dalton, Engineer, July 1916, recorded in office of R.M.C. for Greenville County in Book E, page 284: Beginning at an iron pin on the east side of Ware Street, joint corner of lots Nos. 5 and 6 and running thence with Ware Street S. 19 E. 68.3 feet to stake; thence N. 71 E. 60 feet to stake; thence N. 19 W. 35 feet to stake; thence N. 71 E. 40 feet to stake; thence N. 19 W. 33.3 feet to stake, at joint corner of lots 5, 6, 11 and 12; thence with line of lots Nos. 5 and 6, S. 71 W. 100 feet to the beginning corner, being a portion of the same conveyed by Israel Chapel Colored Methodist Church, by deed dated September 30, 1922, recorded in Book 89, page 126, and a portion of the same conveyed by Eva E. Irvine, et-al. by deed dated July 12, 1924, recorded in Book 102, page 205.

The note which this mortgage is given to secure evidences the balance due upon the note of James F. Foster to American Building and Loan Association for \$1900, dated July 30, 1924 and secured by mortgage recorded in Book 125, page 271. It is expressly understood and agreed that the note secured by this mortgage is not given in payment of the note for \$1900, but merely represents the balance due thereon. It is further expressly understood and agreed that the mortgage securing the note for \$1900, is to remain open until the balance due on the \$1900 note (evidenced by the note given this day for \$1700) has been fully paid and upon default being made in the payment of the \$1700 note according to its terms, American Building and Loan Association may proceed to foreclose its mortgage securing the \$1900 note, said note being held open as a protection against intervening encumbrances, until the debt is fully paid.