

THE STATE OF SOUTH CAROLINA, }  
GREENVILLE COUNTY.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, James F. Foster

SEND GREETINGS:

WHEREAS, I, the said James F. Foster

in and by my certain promissory note in writing, of even date with these presents, 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 Sixteen Hundred & no/100 Dollars, to be paid on or before the date when the "35" Series of the Installment 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 comply in all 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 hand of an attorney for collection, or if said debt, or any part thereof, be collected by an attorney, or legal proceedings of any kind (all 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 the said 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 thereof 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 piece, parcel or lot of land lying in Greenville County, South Carolina, 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 Bankrupts property of W. H. Irvine made by R. E. Clatten, Engineer, July 1916, recorded in office of the S. C. Registrar of Deeds, Greenville County, in Book E, page 284.

Joint corner of lots nos. 5 and 6, and running thence with Ware Street S. 14 E. 8.3 feet to stake; thence N. 71 E. 60 feet to stake, thence S. 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, 11 and 12; and thence with line of lots nos. 5 and 6, S 11 W. 100 feet to the beginning corner. The above lot of land is a portion of the same conveyed to James F. Foster by Israel Chapel Colored Methodist Church, by deed dated September 30, 1922, recorded in Book 89, page 126, and by Eva B. Irvine, et al by deed dated July 12, 1924.

The mortgagor hereby assigns the rents and profits on the within described property to the mortgagee and hereby authorizes the mortgagee or his agent to collect same and apply the proceeds to the payments of the amount due on this mortgage.