

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA,

GREENVILLE COUNTY.

TO ALL WHOM THESE PRESENTS MAY CONCERN,

I, *James F. Foster*, *Sept. 1940*

SEND GREETING:

WHEREAS,

in and by *me* 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 *fifteen hundred dollars* Dollars,

to be paid on or before the date when the *15th* 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 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 in 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 (all of which is secured under this mortgage), as provided in and by the said note, reference being made unto had, will more fully appear.

NOW, KNOW ALL MEN, That *James F. Foster* the said

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

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,

*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 N. H. Irvine, made by R. E. Dalton, Engineer, July 1946, recorded in office of R. M. Co. for Greenville County in Book E, page 284;*

*Beginning at an iron pin on 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 N. 35 feet to stake; thence N. 71 E. 40 feet to stake; thence N. 19 N. 33.3 feet to stake at joint corner of lots 5, 6, 11 and 12; and thence with line of lots Nos 5 and 6 S. 71 N. 100 feet to beginning corner.*

*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 \$1500) has been fully paid ~~by~~ and upon <sup>default</sup> being made in the payment of the \$1500 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.*

*A portion of the above described premises was conveyed to James F. Foster by Israel Chapel Colored Methodist Church by deed dated September 30, 1922, and recorded in Book 89, page 126, and a portion by Era B. Irvine, et al by deed dated July 12, 1924, recorded in Book 102, page 205.*

RECORDED AND INDEXED  
OFFICE OF THE CLERK OF COURTS  
GREENVILLE COUNTY, S. C.  
AUG 15 1940