

MORTGAGE OF REAL ESTATE

36098 PROYENCE-JARRARD CO.-GREENVILLE

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

County of Greenville, Guy B. Foster, of the City of Greenville,
State of South Carolina, SEND GREETING:
WHEREAS, I, the said Guy B. Foster

in and by my certain promissory note in writing, of even date with
these presents, are well and truly indebted to James S. Love, Attorney

in the full and just sum of Twenty five Hundred + no/100 (\$2500.00) Dollars
to be paid: Three (3) years after date,

May 9 - 1940
Paid in full
S. S. Newell

with interest thereon from date at the rate of six per cent per annum, to be computed and paid semi-annually until paid in full; all interest not paid when due to bear interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, then the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, who may sue thereon and foreclose this mortgage; said note further provides for an attorney's fee of 10% of the amount due.

to be added to the amount due on said note and to be collectible as a part thereof, 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 by legal proceedings of any kind (all of which is secured under this mortgage); as in and by the said note, reference being thereunto had, will more fully appear.

NOW KNOW ALL MEN, That the said Mortgagor, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mortgagee according to the terms of the said note, and also in consideration of the further sum of Three Dollars to the said Mortgagor, have granted, bargained, sold, and released, and by these Presents do grant, bargain and release unto the said Mortgagee and

Heirs and Assigns, forever, all and singular that certain piece, parcel, lot or tract of land situate, lying and being in Greenville Township, Greenville County, State aforesaid,

in the 4th Ward of the City of Greenville, at the Southwest corner of East Mc Bee Avenue and Mc Daniel Avenue, and having the following metes and bounds according to a survey made by W. A. Adams, C. E., June 19, 1911.

Beginning at a stake at the southwest corner of East Mc Bee Avenue and Mc Daniel Avenue, and running thence with the Western side of Mc Daniel Avenue, S. 1/4 N. 253 feet to a stake on the right-of-way of the C. & N. C. Railway Company; thence Westward along said right-of-way 25 feet from, and parallel with the center of the tract, 410 feet to a stake on the old Cleveland line; thence with the old Cleveland line, N. 33 3/4 E. 389 feet to a stake on East Mc Bee Avenue; thence with the Southern side of East Mc Bee Avenue, S. 72 E. 200 feet to the beginning, being the same property conveyed to Guy B. Foster by St. Douglas Gray and E. D. Casterby, partners under the name of Southern States Lumber Company, by deed dated April 30, 1937, and recorded in the R. M. C. Office for Greenville County in Book of Deeds " " at Page " "

It is understood and agreed that this mortgage is junior only to the lien of the mortgage of Guy B. Foster to James S. Lavenport, dated May 7, 1937, in the sum of \$10,000.00.

State of South Carolina
County of Greenville
For value received I, Elizabeth F. Foster, do hereby assign the within mortgage unto S. S. Newell, this 5th day of May, 1939.
Witness
W. B. Baker, Jr.
Vera Stillwell
Elizabeth F. Foster

Assignment Recorded May 9, 1939 at 10:15 A. M. #5928.

For Release of Strip See Deed Book 202 Page 88 deed to City of Greenville, S. C.