



FILED GREENVILLE CO. S. C.

State of South Carolina

County of GREENVILLE

MORTGAGE OF REAL ESTATE

JUL 8 4 35 PM 1948

OLLIE FARNSWORTH R.M.C.

To All Whom These Presents May Concern:

We, James B. Foster and Julia B. Foster SEND GREETING:

WHEREAS, we the said James B. Foster and Julia B. Foster

in and by OUR certain promissory note, in writing, of even date with these presents are well and truly indebted to FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, OF GREENVILLE, in the full and just sum of THREE THOUSAND, EIGHT HUNDRED AND NO/100 - (\$ 3,800.00 )

Dollars, with interest at the rate of six (6%) per centum per annum, to be repaid in instalments of THIRTY-EIGHT AND NO/100 (\$ 38.00 ) Dollars upon the first day of each and every calendar month hereafter in advance, until the full principal sum, with interest has been paid, said monthly payments shall be applied first to the payment of interest, computed monthly on the unpaid balance, and then to the payment of principal; said note further providing that if at any time any portion of the principal or interest due thereunder shall be past due and unpaid for a period of thirty (30) days, or failure to comply with any of the By-Laws of said Association, or any of the stipulations of this mortgage, the whole amount due under said note, shall, at the option of the holder thereof, become immediately due and payable, who may sue thereon and foreclose this mortgage; said note further providing for ten (10%) per centum attorney's fee beside all costs and expenses of collection, 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 said note, reference being thereunto had, will more fully appear.

NOW KNOW ALL MEN, That we, the said James B. Foster and Julia B.

Foster

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, OF GREENVILLE, according to the terms of said note, and also in consideration of the further sum of Three Dollars to us,

the said James B. Foster and Julia B. Foster in hand well and truly paid by the said FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, OF GREENVILLE, 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 FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, OF GREENVILLE, the following described property, to-wit:

"All that certain piece, parcel or lot of land, with all improvements thereon, or to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, and in the City of Greenville on the North side of East Avenue (formerly known as Ann Street) and having the following metes and bounds, to-wit:

"BEGINNING at an iron pin at the corner of a lot designated as Lot No. 12 and thence running with East Avenue (formerly known as Ann Street) N. 80-15 E. 65 feet to an iron pin at the corner of a lot formerly belonging to T. B. Whitmire; thence with the line of that lot, N. 11-30 W. 200 feet to an iron pin; thence S. 80-15 W. 65 feet to an iron pin at the corner of Lot 12; thence with the line of that lot, S. 11-30 E. 200 feet to the beginning corner, being designated as Lot No. 11 of the Jones land as shown on a plat of the same made by J. E. Sirrine Co. in 1895. Being the same lot of land conveyed to us by M. G. Garner by deed of even date herewith, not yet recorded."

Witness: C. W. Scates, Jr. [Signature]

[Signature] DAY OF [Month] 1948