

FILED
GREENVILLE CO. S. C.THE STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

APR 25 10 41 AM 1952

OLLIE FARNSWORTH
R. M. O.

To All Whom These Presents May Concern:

J. Irby Foster and Mary H. Foster

SEND GREETING:

Whereas, we, the said J. Irby Foster and Mary H. Foster

in and by our certain promissory note in writing, of even date with these

Presents, are well and truly indebted to H. R. Stephenson

in the full and just sum of Three Thousand and 00/100 (\$3,000.00) Dollars

, to be paid \$1,000.00 on July 15, 1952 and the balance of
\$2,000.00 to be paid by January 15, 1954, with the right to anticipate all or any
part of the unpaid balance at any time prior to maturity,

, with interest thereon from date

at the rate of 5 per centum per annum, to be computed and paid 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, 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; and in case said note, after its maturity, should be placed in the hands of an attorney for suit or collection, or if before its maturity it should be deemed by the holder thereof necessary for the protection of his interests to place and the holder should place the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses including 10 per cent. of the indebtedness as attorneys' fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW KNOW ALL MEN, That we, the said J. Irby Foster and Mary H. Foster

, in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said H. R. Stephenson

according to the terms of the said note, and also in

consideration of the further sum of Three Dollars, to us, the said J. Irby Foster and Mary H.

Foster, in hand well and truly paid by the said H. R. Stephenson

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 H. R. Stephenson,

his heirs and assigns:

All those certain pieces, parcels or lots of land lying and being on the North-
easterly side of Timber Lane, near the City of Greenville, S. C., being shown as
Lots Nos. 36 and 37 on the plat of Hollyvale as recorded in the RMC Office for
Greenville County, S. C. in Plat Book "Y", page 131, said lots fronting 306 feet
on the Northeasterly side of Timber Lane and having a depth of 250.6 feet on the
Southeasterly side, a depth of 258 feet on the Northwesterly side, and being
306.1 feet across the rear.*E. W. Seligman & Co.*