

State of South Carolina

FILED
GREENVILLE CO. S. C.

FEB 7 3 21 PM 1955

COUNTY OF GREENVILLE

OLLIE FARNSWORTH
R. M. C.

I, B. Jack Foster

SEND GREETING:

WHEREAS, I the said Jack Foster

in and by a certain promissory note in writing, of even date with these presents are well and truly indebted to South Carolina National Bank of Charleston in the full and just sum of Twelve Thousand (\$ 12,000.00) DOLLARS, to be paid at its offices in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of 5 per cent (5%) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 7th day of February, 1955, and on the 7th day of each month of each year thereafter the sum of \$ 200.00, to be applied on the interest and principal of said note, said payments to continue up to and including the 7th day of January, 1960, and the balance of said principal and interest to be due and payable on the 7th day of February, 1960; the aforesaid monthly payments of \$ 200.00 each are to be applied first to interest at the rate of 5 per cent (5%) per centum per annum on the principal sum of \$ 12,000.00 or so much thereof as shall, from time to time, remain unpaid and the balance of each monthly payment shall be applied on account of principal.

All installments of principal and all interest are payable in lawful money of the United States of America; and in the event default is made in the payment of any installment or installments, or any part hereof, as therein provided, the same shall bear simple interest from the date of such default until paid at the rate of seven (7%) per centum per annum.

And if any portion of principal or interest be at any time past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, then the whole amount evidenced by said note to become immediately due, at the option of the holder thereof, 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 its 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 I, the said B. Jack Foster

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said South Carolina National Bank according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to B. Jack Foster, the said mortgagor

in hand and truly paid by the said South Carolina National Bank of Charleston 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 South Carolina National Bank of Charleston, its successors and assigns:

All that piece or tract of land in Gantt Township, County of Greenville, State of South Carolina, on the west side of Old Augusta Road, containing 1.82 acres, more or less, according to plat of property of B. Jack Foster, made by J. Mac Richardson, Surveyor, April 1954, and according to said plat being more particularly described as follows:

Beginning at an iron pin corner of Waco Childers property, which point is 210' from the right of way of Old Augusta Road and running thence N80-50W. 343.7' to a nail in the center of a railroad spur track; thence along center line of said railroad spur track S. 3-10 W. 274.9' to an iron pin in the center line of the track; thence along an area reserved for a road N. 69-55E. 112' to an iron pin; thence continuing along said reserved road S. 80-50E. 260' to an iron pin on the line of other property of the grantee; thence N. 1-45 W. 225' to an iron pin, the beginning corner.

The foregoing tract is the same conveyed to B. Jack Foster by Deed of George S. Rainey, dated April 23, 1954, and recorded in R. M. C. Office for Greenville County in Book 500, Page 301.

ALSO: All that piece or tract of land in Gantt Township, County of Greenville, State of South Carolina, according to plat of property of George S. Rainey, made by M. J. Riddle, Surveyor, October 12, 1953, and according to said plat being more particularly described as follows:

Beginning at an iron pin on the W. side of the Old Augusta Road and running along other property of G.S. Rainey N. 80-50 W. 210' to

Handwritten notes and signatures:
14
Ollie Farnsworth
July 1955
L.H. King
Zana Wycle