STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE JUN 27 10 10 AM . E

MORTGAGE OF REAL ESTATE

16001 894 Have 99

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, Agnes Douise Foster and John L. Foster

(hereinafter referred to as Mortgagor) is well and truly indebted unto DELTA CONSTRUCTION COMPANY, INC.

(hereinafter referred to as Mortgages) as evidenced by the Mortgagor's promissory riots of even date kerewith, the terms of which are incorporated herein by reference, in the sum of Three Thousand Thirty-Five and 53/100 Dollars

Dollars (\$.3,L35.53 ) due and payable

at the rate of Thirty-Two 79/100 (\$32.79) per month, commencing July 15: 1962 principal and interest

with interest thereon from date at the rate of Six

per centum per annum, to be paid: monthly

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and touly paid by the Mortgagoe at and before the sealing and delivery of these presents, the receipt whereof the sealing and delivery of these presents, the receipt whereof the Mortgagoe, its successors and as since.

"ALL that certain piace, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South, Carolina, County of Greenville, being a portion of a tract originally belonging to John Henry Lyle as shown on a plate by C. C. Jones, registered engineer, dated March 1, 1962, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on Lyle Drive, also known as Lincoln Road and formerly known as Plantation Road, and running with said road \$. 65-00 W. 82 feet to an iron pin on sold road; thence N. 22-15 W. 195 feet to an iron pin; thence N. 65-00 E. 82 feet to an iron pin; thence N. 65-00 E. 82 feet to an iron pin; thence N. 122-15 E. 195 feet to an iron pin at the beginning corner.

This is a second mortgage, subject to a first mortgage held by First Federal Sevings & Loan Assn., Greenville, F.C. in the presence balance of \$5,447.47.

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or expertaining, and of all the rents, issues, and profits which may arise or be had thereform, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the partles hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever,

The Mortgagor covenants that it is tawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are tree, and clear of all liers and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully disjuing the same or any part thereof.