

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

BOOK 1035 PAGE 153

WHEREAS,

JAMES J. FOSTER and REBA ANN. H FOSTER

(hereinafter referred to as Mortgagor) is well and truly indebted unto WILLIAM V. HAAS, JR. and JEAN D. HAAS

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Four Hundred Fifty and No/100-----

----- Dollars (\$ 450.00) due and payable

\$10.00 on the first day of each and every month hereafter, commencing April 1, 1964; payments to be applied first to interest and balance to principal, with privilege to anticipate payment at any time,

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 Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

"ALL that certain piece, 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, on the Eastern side of Chipley Lane, and being known and designated as Lot No. 73 of Chestnut Hills, as shown on plat thereof recorded in the RMC Office for Greenville County, S. C., in Plat Book GG, pages 34 and 35, and having according to said plat the following metes and bounds, to wit:

BEGINNING at an iron pin on the Eastern side of Chipley Lane, at the joint front corner of Lots 72 and 73, and running thence along the joint line of said lots, S. 74-30 E., 164.3 feet to an iron pin; thence N. 20-43 E., 65 feet to an iron pin; thence along the joint line of Lots 73 and 74, N. 72-44 W., 165.7 feet to an iron pin; thence along the Eastern side of Chipley Lane, S. 19-15 W., 70 feet to the point of beginning.

This is the same property conveyed to the Mortgagors by deed of the Mortgagees, to be recorded herewith.

This is a second mortgage being junior in lien to a mortgage given by the grantors to Cameron-Brown Company in the amount of \$10,150.00.

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had therefrom, 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 parties 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 lawfully 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 free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

*Satisfied and cancelled This 18th day of
September 1970.*

*William V. Haas Jr.
Jean D. Haas
Witness H. Charles Jr.*

SATISFIED AND CANCELLED OF RECORD
23 DAY OF Sept 1970
Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 10:11 O'CLOCK P. M. NO. 7122