MORTGAGE OF REAL ESTATE-Offices of PYLE, & PYLE, Attorneys at Law, Greenville, S. C.

GREENVILLE CO. S. C.

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STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

FEB 14 12 39 PM 1368 TO ALL WHOM THESE PRESENTS MAY CONCERN:

OLLIE FAMILOW, RTH. R. M.C.

WHEREAS,

MAX H. FOSTER

(hereinafter referred to as Mortgagor) is well and truly indebted unto

SOUTHERN BANK & TRUST CO.

(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 Thirteen Thousand and no/100-----Dollars (\$ 13,000.00 ) due and payable

\$177.24 per month beginning 30 days from date and a like amount each month thereafter until paid in full, entire balance due and payable on or before eight (8) years from date, payments to apply first to interest, balance to principal, Mortgagor reserving the right of anticipating the entire balance, or any part thereof at any time, without penalty.

with interest thereon from date at the rate of 7% 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, being known as Lot II, Section A, of Washington Heights, plat of which is recorded in Plat Book "M", Page 107, and, according to said plat, having the following metes and bounds, to-wit:

BEGINNING at the intersection of Maple Street and Washington Loop and running thence with Maple Street, N. 27-11 W., 107 feet; thence S. 65-57 W., 50.7 feet to joint rear corner of Lots 11 and 12; thence with the line of said lots, 107 feet, more or less, to the joint front corner of Lots 11 and 12 on the North side of Washington Loop; thence with Washington Loop, N. 65-57 E., 50 feet to the point of beginning.

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.