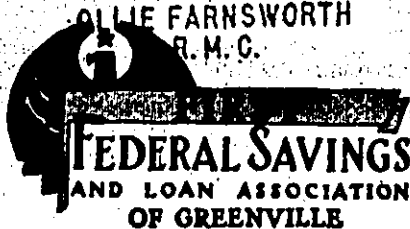


GREENVILLE CO., S. C.

OCT 27 4 35 PM '71

BOOK 1211 PAGE 403

OLLIE FARNSWORTH
R. M. C.



State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

I, B. Jack Foster, of Greenville County

(hereinafter referred to as Mortgagor) (SEND(S) GREETINGS:

WHEREAS, the Mortgagor is well and truly indebted unto FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, SOUTH CAROLINA (hereinafter referred to as Mortgagee) in the full and just sum of

Two Hundred Fifty Thousand and No/100----- (\$ 250,000.00)

Dollars, as evidenced by Mortgagor's promissory note of even date herewith, which note does not contain a provision for escalation of interest rate (paragraphs 9 and 10 of this mortgage provides for an escalation of interest rate under certain conditions), said note to be repaid with interest as the rate or rates therein specified in installments of

Two Thousand Six Hundred Ten and 57/100----- (\$ 2,610.57) Dollars each on the first day of each month hereafter, in advance, until the principal sum with interest has been paid in full, such payments to be applied first to the payment of interest, computed monthly on unpaid principal balances, and then to the payment of principal with the last payment, if not sooner paid, to be due and payable 15 years after date; and

WHEREAS, said note further provides that if at any time any portion of the principal or interest due thereunder shall be past due and unpaid for a period of thirty days, or if there shall be any failure to comply with and abide by any By-Laws or the Charter of the Mortgagee, or any stipulations set out in this mortgage, the whole amount due thereunder shall, at the option of the holder thereof, become immediately due and payable, and said holder shall have the right to institute any proceedings upon said note and any collaterals given to secure same, for the purpose of collecting said principal due, and interest, with costs and expenses for proceedings; and

WHEREAS, the Mortgagor may hereafter become indebted to the Mortgagee for such further sums as may be advanced to the Mortgagor's account for the payment of taxes, insurance premiums, repairs, or for any other purpose;

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of said debt and to secure the payment thereof and any further sums which may be advanced by the Mortgagee to the Mortgagor's account, and also in consideration of the sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing 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, the following described real estate:

All that certain piece, parcel, or lot of land, with all improvements thereon, or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, within the corporate limits of the City of Greenville, being known and designated as Lots 59, 60, 61, 62, 63, 64, 65, together with an unnamed triangular strip located adjacent thereto, all in Block D of a subdivision entitled "Map of East Park, Part of Boyce Addition", which plat is recorded in the R. M. C. Office for Greenville County in Plat Book A at Page 383 and having such metes and bounds as appear thereon.

ALSO: Those lots of land adjoining the above described property being known and designated as Lots 4, 5, 6, 7, and 8 of the Property of R. M. Dacus as shown on a plat thereof prepared by Dalton & Neves, January 1931, being recorded in the R. M. C. Office for Greenville County in Plat Book I, at Page 89 and having such metes and bounds as appears thereon. Said lots are also being known and designated as Lots 59, 58, 57, 56 and part of 55, Block D of the East Park Subdivision as recorded in Plat Book A at Page 383, being referred to above.

The above described property is the same conveyed to the mortgagor herein by the following deeds, all of which are recorded in the R. M. C. Office for Greenville County as follows: Book 866, Page 311; Book 790, Page 553; Book 628, Page 436; Book 247, Page 282; Book 238, Page 10; Book 680, Page 325; Book 302, Page 218; Book 303, Page 248; Book 488, Page 194; Book 631, Page 272. Reference to said deeds is incorporated herein by reference. Said property in the aggregate fronts approximately 132 feet on Laurens Road, approximately 452 feet on East Washington Street, approximately 175 feet on its western boundary and approximately 625.4 feet along Boyce Spring Avenue and Haviland Avenue. This property is shown on the City Tax Maps as Sheet 48, Block 7, Lots 2, 3, 4, 5, 25, 26, 27, 28, 29, and 30.

The mortgagor does hereby assign, as additional security, all leases on the subject property, both recorded and unrecorded, unto the mortgagee herein and hereby directs any and all tenants to make their rental payments to the mortgagee herein at its request in the event the within mortgage becomes delinquent as determined by the mortgagee. A separate assignment of leases is also being executed by the mortgagor and