

GREENVILLE CO. S. C.

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MORTGAGE OF REAL ESTATE—M. H. Foster, Attorney at Law, Justice Building, Greenville, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MAR 31 11 55 AM '72
OLLIE FARNSWORTH
R. M. C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, Paul J. Foster, Jr. and Norman W. Huff

(hereinafter referred to as Mortgagor) is well and truly indebted unto
SOUTHERN BANK & TRUST COMPANY

(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 Seventy-Five Thousand and No/100

Dollars (\$ 75,000.00) due and payable

on demand

with interest thereon from _____ date _____ at the rate of seven (7%) per centum per annum, to be paid: quarterly

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, Town of Mauldin

On the eastern side of the Laurens Road (U.S. Highway 276) containing 3 1/10 acres and having according to a survey made by J. A. Pickens, dated May 19, 1951, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the easterly side of Laurens Road (U.S. Highway 276) which iron pin is a joint corner with property of Coke Alexander, and is also located 2/10 of a mile more or less in a northerly direction from the intersection of Laurens Road (U.S. Highway 276) with county road at which intersection the U. S. Post Office is located and running thence along Coke Alexander's property line N. 79 E. 557 feet to a stake on the westerly side of the C&WC Railroad right of way; thence along the westerly side of said right of way approximately, N. 12 W. 298 feet more or less to an iron pin, corner of Forrester land; thence along Forrester line S. 70-15 W. 556 feet more or less to an iron pin on the easterly side of Laurens Road (U.S. Highway 276); thence along the easterly side of Laurens Road (U.S. Highway 276) S. 12 E. 203 feet to the point of beginning.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of 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.