

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Richard J. Foster
117 Manly Street
Greenville, S.C. 29601

MORTGAGE OF REAL ESTATE

BOOK 1377 PAGE 127

TO ALL WHOM THESE PRESENTS MAY CONCERN:

FILLED
GREENVILLE CO. S.C.

WHEREAS,

CAROLYN H. JAMES

CONNIE S. FANNINGSLEY

(hereinafter referred to as Mortgagor) is well and truly indebted unto RICHARD J. FOSTER

(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
Ten Thousand and no/100----- Dollars (\$ 10,000.00) due and payable

with interest thereon from date at the rate of eight (8) per centum per annum, to be paid: Annually

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, in the City of Greenville, situate on the north side of Pettigru Street and being shown as Lot No. 5, Block 4, of Boyce Lawn, as shown on plat recorded in Plat Book A at Page 179, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the north side of Pettigru Street, corner of Lots 4 and 5; thence along the line of said Lots N. 15-0 W. 126 feet 1 inch to an iron pin on a 10 foot alley; thence along said alley, N. 76-45 E. 66 feet 8 inches to an iron pin, corner of Lots 5 and 6; thence along line of said lots, S. 15-0 E. 126 feet 1 inch to said Street; thence with said Street, S. 76-45 W. 66 feet 8 inches to the point of beginning.

This is a Junior (Second) Mortgage subject to a First Mortgage held by First Federal Savings and Loan Association and recorded on March 17, 1975 in Mortgage Book 1334 at Page 915.



This is the same property conveyed to Carolyn H. James by Deed of Richard W. James, recorded in Deed Book 1279 at page 466, on July 17, 1976.

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.

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