

MORTGAGE OF REAL ESTATE

VOL 1634 PAGE 71

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }
GREENVILLE CO. S.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

FILED
MAY 3 8 44 AM '83

WHEREAS, DONALD ALVIN FOSTER AND MARGARET C. FOSTER
R.M.C. BANKERSLEY

(hereinafter referred to as Mortgagor) is well and truly indebted unto GREENVILLE COUNTY REDEVELOPMENT AUTHORITY

(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 Six Hundred Seventy and No/100-----

----- Dollars (\$ 10,670.00) due and payable
in equal monthly installments of Seventy-three and 73/100 (\$73.73) Dollars each
due on the 15th day of each month beginning February 15, 1984, and continuing on
the 15th day of each month for a total of 180 months

with interest thereon from date at the rate of three (3%) per centum per annum, to be paid with principal

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 and designated as Lot 72 on plat entitled "Subdivision for Abney Mills, Poinsett Plant, Greenville, S.C." made by Pickell and Pickell, Engineers, and dated March 5, 1959, recorded in the RMC Office in Plat Book QQ, at page 51. According to said plat the within described property is also known as No. 52 Cain Street and fronts thereon 82 feet.

Derivation: This is the same property conveyed unto the Mortgagors herein by deed of Charles J. Spillane and Sara Burris Cleveland, as Trustees, recorded in Deed Book 1119, at page 983, on February 1, 1980.

Greenville County Redevelopment Authority
Bankers Trust Plaza, Box PP-54
Greenville, South Carolina 29601

SC70
--- INC 383 1511

RECORDED
MAY 3 1983
TAX 504.28

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.

4.000

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.

4328-N-23