

GREENVILLE CO. S. C.

OCT 26 11 44 AM 1954

BLLIE FARNSWORTH

State of South Carolina

MORTGAGE OF REAL ESTATE

COUNTY OF Greenville

To All Whom These Presents May Concern:

We, Green B. Foster and Kathleen Foster, of Greenville County,

SEND GREETINGS:

WHEREAS, I/we the aforesaid mortgagor(s) in and by my/our certain promissory note, in writing, of even date with these presents am/are well and truly indebted to FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF GREEN-

VILLE, in the full and just sum of Three Thousand and No/100 - - - - - - - - - -

(\$ 3,000.00) Dollars, with interest at the rate specified in said note, to be repaid in installments of

Thirty and No/100 - - - - - - - - - - - - - - - - - (\$ 30.00)

Dollars upon the first day of each and every calendar month hereafter in advance, until the full principal sum, with interest has been paid, said monthly payments shall be applied first to the payment of interest, computed monthly on the unpaid balance, and then to the payment of principal; said note further providing 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 (30) days, or failure to comply with any of the By-Laws of said Association, or any of the stipulations of this mortgage, the whole amount due under said note, shall, at the option of the holder thereof, become immediately due and payable, who may sue thereon and foreclose this mortgage; said note further providing for ten (10%) per centum attorney's fee beside all costs and expenses of collection, to be added to the amount due on said note, and to be collectible as a part thereof, if the same be placed in the hands of an attorney for collection, or if said debt, or any part thereof, be collected by an attorney, or by legal proceedings of any kind (all of which is secured under this mortgage); as in and by said note, reference being thereunto had, will more fully appear.

NOW KNOW ALL MEN, That I/we, the said mortgagor(s) in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, according to the terms of said note, and also in consideration of the further sum of Three Dollars to me/us the said mortgagor(s) in hand well and truly paid by the said FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, at and before the signing of these presents (the receipt whereof is hereby acknowledged), have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, the following described property, to-wit:

"All that certain piece, parcel or lot of land, with all improvements thereon, or to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the west side of the Marietta-Pickens Road, according to survey made by W. A. Hester, L. S., February 20, 1946, and being more particularly described as follows:

"BEGINNING at an iron pin on the west side of the Marietta-Pickens Road and running thence along said road South 4.22 chains to a bend; thence continuing along said road, S. 44-1/2 W. 8.00 chains to an iron pin; thence N. 80-1/2 W. 11.20 chains to an iron pin; thence S. 46 W. 3.00 chains to an iron pin on power line; thence N. 32 W. 21.29 chains along lands of H. D. Burns to a small sweet gum on branch; thence with meanderings of branch, N. 55 E. 2.29 chains to an iron pin on branch; thence S. 24 E. 2.60 chains to a point; thence N. 62-1/2 E. 2.50 chains to an iron pin; thence S. 74 E. 8.08 chains to a stone; thence N. 80 E. 3.50 chains to a pine tree; thence S. 86 E. 3.20 chains to a sourwood; thence S. 55 E. 6.07 chains to a stake; thence N. 77-1/2 E. 2.37 chains to an iron thence S. 61-1/2 E. 4.95 chains to the point of beginning and containing 31-1/4 acres.

"LESS, HOWE VER, and excepting from the premises above described, tract containing 24-1/2 acres heretofore conveyed by H. D. Burns to Sam Lee by deed dated April 21, 1950, and of record in the R. M. C. office for Greenville County in Deed Book 408, at page 13, leaving 6-3/4 acres, more or less, covered by this mortgage; being the same property conveyed to us by H. D. Burns by deed dated July 22, 1953 and recorded in the R. M. C. office for Greenville County in Vol. 482, at page 298."

PAID, SATISFIED AND CANCELLED First Federal Savings and Loan Association of Greenville, S. C.

Witness

Hes President

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