869K US4 PM 445

THE STATE OF SOUTH CAROLINA

COUNTY OF

GREEN VILLE

JAN 13 11 64 AM 1956

OLLIE FARNSWORTH R. M.C.

To All Whom These Presents May Concern:

I, RICHARD J. FOSTER

SEND GREETING:

Whereas, I

, the said

Richard J. Foster

in and by m

certain

promissory

note in writing, of even date with these

Presents, am well and truly indebted to the First National Bank of Green-ville. S. C. and N. C. Poe. Jr. as Trustees under Agreement for the in the full and just sum of Six Thousand and No/100ths (\$\psi_6,000.00)\$ Dollars

to be paid in monthly installments of \$100.00 each, beginning on the 12th day of February, 1956 and continuing on the 12th day of each month of each of each year until paid in full. The aforesaid monthly payments of \$100.00 each shall be applied first to interest at the rate of 5% per annum and the balance to principal,

, with interest thereon from

Ι

date

at the rate of 5 per centum per annum, to be computed and paid

aid monthly

as above provided

until paid in full; all interest not paid when due to bear

interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, who may sue thereon and foreclose this mortgage; and in case said note, after its maturity, should be placed in the hands of an attorney for suit or collection, or if before its maturity it should be deemed by the holder thereof necessary for the protection of his interests to place and the holder should place the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses including 10 per cent. of the indebtedness as attorneys' fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW KNOW ALL MEN, that

, the said Richard J. Foster

, in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said First National Bank of Greenville, S. C. and N. C. Foe Jr. trustees as afore said according to the terms of the said note, and also in

consideration of the further sum of Three Dollars, to me, the said Richard J. Foster

in hand well and truly paid by the said First National Bank of at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granter, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said First National Bank of Greenville, S. C. and N. C. Poe, Jr., as Trustees under agreement for the benefit of Nancy Ellen Poe dated April 4, 1950, their successors and assigns, forever:

All that certain piece, parcel or lot of land situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, known as Number. 13, East Paris Road and being as shown on plat of Goddard-McPherson property dated May 11, 1938, revised April 5, 1940 and having according thereto the following metes and bounds, to-wit:

Red in the joint front corner of Lots Nos. 6 and 8 and running thence along the North side of East Faris Road 52.1 feet to an iron pin at the corner of Lots Nos. 8 and 10; thence with theline of Lot No. 10 N. 26-14 W. 147.6 feet to an iron pin; thence along the rear line of Lot No. 7 S. 55-55 W. \$1.5 feet to an iron pin at the corner of Lot No. 6; thence with the common line of Lots Nos. 6 and 8 S. 26-14 E. 132.0 feet to the beginning corner. Less, however, an eight and one-half (8½) foot strip which was conveyed to the City of Greenville for the widening of East Faris Road, said deed being recorded in the R.M.C. Office for Greenville County in Deed Book 440 at page 416.