

1440-222

MORTGAGE OF REAL ESTATE

State of South Carolina }
COUNTY OF GREENVILLE }

CITIZENS B & L ASSOCIATION
P. O. BOX 308, 117 TRADE ST.
GREER, S. C. 29651

To All Whom These Presents May Concern:

We, David R. Foster and Lynne S. Foster

SEND GREETING:

WHEREAS, we the said David R. Foster and Lynne S. Foster

in and by our certain promissory note in writing of even date with these Presents, are well and truly indebted unto the CITIZENS BUILDING AND LOAN ASSOCIATION, Greer, S. C., in the full and just sum of Thirty two Thousand and No/100 - - - - - (\$ 32,000.00) Dollars, with interest from the date hereof at the rate of nine per cent (9 %) per annum, unpaid interest to bear interest at the same rate, to be repaid in installments of Two Hundred Eighty seven and 92/100

- - - - - (\$ 287.92) Dollars due and payable on the 5th day of each and every calendar month hereafter until the full principal sum, with interest and all costs, insurance, and expenses incurred in connection with said loan, has been paid, said monthly payments to be applied first to the payment of interest, and then to payment of principal, costs, expenses and insurance, if any, incurred; and said note further providing that if at any time any portion of the principal or interest due hereunder shall be past due and unpaid for a period of sixty (60) days, or upon failure to comply with any of the by-laws of said Association, or with any of the stipulations of this mortgage, the whole amount due under said note, shall at the option of the holder become immediately due and payable, and said note further providing for a reasonable attorney's fee besides all costs and expenses of collection, to be added to the amount due on said note, and collectible as a part thereof, if the same be placed with an attorney for collection, or if said debt, or any part thereof, be collected by an attorney or by legal proceedings of any kind.

KNOW ALL MEN BY THESE PRESENTS, That we the said David R. Foster and Lynne S. Foster, in consideration of the said debt and sums of money aforesaid, and for the better securing the payment thereof to the said CITIZENS BUILDING AND LOAN ASSOCIATION, Greer, S. C., according to the terms of the said note, and also in consideration of the further sum of Three (\$3.00) Dollars to us the said mortgagor, in hand well and truly paid by the said mortgagee, at and before the sealing and delivery of these Presents (receipt of which is hereby acknowledged), have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said CITIZENS BUILDING AND LOAN ASSOCIATION, Greer, S. C., its successors and assigns:

That certain lot, parcel or tract of land, with all improvements now constructed thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, situate, lying and being in the Highland Township, and being shown on new survey and plat entitled "Survey for David R. Foster" prepared by Wolfe & Huskey, Inc., dated July 17, 1978, containing 1.5 acres, more or less, said plat to be recorded herewith, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at RR spike in center of County Road, joint corner with Henson line, and runs thence along said Henson line, S. 47-41 E. 293.9 feet to old iron pin; thence as a rear line (new line) S. 08-35 W. 191.9 feet to new iron pin; thence as new line along other property of Lawton Stokes, N. 67-18 W. 295 feet to RR spike in center of County Road; thence along center of said road, N. 16-58 E. 286.2 feet to beginning corner.

This conveyance is subject to all restrictions, easements, rights of way, and roadways of record, on the recorded plats or on the premises, if any.

This is the same conveyed to us by Lawton Stokes by deed dated July 25, 1978, to be recorded in R. M. C. Office for Greenville County

State of South Carolina
County of Greenville
Notary Public
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