

## MORTGAGE OF REAL ESTATE

WALKER, EVANS &amp; COOKE, CHARLESTON, S. C. 14888-8-13-40

THE STATE OF SOUTH CAROLINA, )

COUNTY OF GREENVILLE. )

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, Elbert Foster of the County of Greenville, in the State aforesaid, SEND GREETING:

WHEREAS, I, the said Elbert Foster am indebted in and by certain Note--bearing date the 17th day of December, A. D., 1942, in the sum of Seventeen Hundred and Fourteen Dollars and 85/100 (\$1714.85) Dollars, payable to B. P. Edwards or order payable one year from the date of these presents, also the sum of Eighteen and No/100 (\$18.00) Dollars per month payable on the 28th day of each successive month from the date of these presents is to be paid on the above stated amount during this said year and it is understood and agreed that the failure on the part of the mortgagor to comply with any one of said monthly payments shall render the entire amount or balance due and payable immediately thereafter, with interest from date at the rate of 7 per cent, per annum payable annually. The entire amount to be paid one year from date, as in and by said Note--reference being thereinto had will more fully appear.

NOW, KNOW ALL MEN, That I the said Elbert Foster in consideration of the said debt and Note--aforesaid, and the performance of the covenants hereinafter named and contained, to the said B. P. Edwards according to the conditions of the said Note--and also in consideration of the sum of ONE DOLLAR to me in hand well and truly paid by the said B. P. Edwards at and before the sealing and delivery 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 B. P. Edwards, his heirs and assigns., the following:

All that piece, parcel or lot of land situate, lying and being in said State and County, Chicks Springs Township and being bounded by lands of Kirbie Bridwell and Mrs. Pearle Bridges Bridwell on the South and by lands of the grantor on the West, North and East and having the following metes and bounds, to wit:

Beginning at a large stone on Mrs. Pearle Bridges Bridwell line and running thence N. 57 E. 4.57 chains to iron pin, 3XNM on other lands of the grantor, thence S. 25-3/4 E. 4.36 chains to iron pin near Simon Foster's barn; thence S. 30 1/2 W. 3.96 chains to iron pin on little road leading from highway to grantor's home; thence N. 33 W. 2.31 chains to an old decaying oak stump (joint corner of the grantor, Kirbie Bridwell and Mrs. Pearle Bridges Bridwell); thence N. 40 1/2 W. 3.26 chains to beginning corner and containing two acres, more or less according to survey of said land made by J. Earle Freeman on November 22nd, 1941, this being all of the same tract of land conveyed to me by Simon Foster on the 17th day of January, 1942.

Together with all and singular the Rights, Members, Hereditaments, and Appurtenances to the said Premises belonging or in any wise appertaining.

TO HAVE AND TO HOLD, all and singular the said Premises unto the said B. P. Edwards and his Heirs and Assigns forever. And I do hereby bind myself and my Heirs, Executors and Administrators, to warrant and forever defend all and singular the said Premises unto the said B. P. Edwards, and his Heirs and Assigns from and against me and my Heirs, Executors, and Administrators, and any and all other person or persons whomsoever lawfully claiming or to claim the same or any part thereof.

PROVIDED, ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these Presents, that if said Mortgagor--does and shall well and truly pay or cause to be paid unto the said Mortgagee--, or order, the said debt or sum of money aforesaid, with interest thereon if any shall be due according to the terms of said Note--; and do and perform all of the covenants and agreements herein contained, then this Deed or Bargain shall cease, determine, and be utterly null and void, otherwise to remain in full force and virtue.

1. It is Covenanted and Agreed, by and between the parties that the said Mortgagor--, and his Heirs, Executors and Administrators, shall and will insure the house and all buildings on the said premises (if any there be) in such insurance company as may be approved by the said Mortgagee--in a sum not less than Fifteen Hundred and No/100 (\$1500.00) Dollars, against loss or damage by fire, and the same keep insured until the abovementioned debt is fully paid, and assign the policy to said Mortgagee--, and in case that I fail to do so the said Mortgagee, or Executors, Administrators or Assigns may cause the same to be done and reimburse himself for the premiums and expenses with interest thereon at the rate of 7 per cent, and that the same shall stand secured by this mortgage.

2. It is also Covenanted and Agreed, that the said Mortgagor--shall pay as they become due all taxes by whatsoever authority legally imposed upon the property hereby mortgaged, and in case he fails so to do the said Mortgagee may cause the same to be paid and reimburse himself therefor with interest at the rate of 7 per cent. per annum, and the amount stand secured by this mortgage.

3. It is also Covenanted and Agreed, that the said Mortgagor his agents and tenants, shall keep the said premises in as good order and condition as they now are and not commit, waste or cut