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The State of South Carolina,

10 29 AM 1959

COUNTY OF Greenville OLLIE HAR WO WORTH

## To All Whom These Presents May Concern:

I, RICHARD R. FOSTER

GREETING: SEND

Whereas,

Richard R. Foster

certain promissory note in writing, of even date with these presents, hereinafter called the mortgagor(s) in and by my well and truly indebted to WILLIAM B. DUCKER.

hereinafter called the mortgagee(s), in the full and just sum of Four Humdred and No/100 -

DOLLARS (\$ 400.00 ), to be paid

paid six (6) months after date.

, with interest thereon from

at the rate of ∴six (5%)

percentum per annum, to be computed and paid until paid in full; all interest not paid when due to bear

interest at the same rate as principal.

semi-annually

And if any portion of principal or interest be at any time past due and unpaid, or if default be made in respect to any condition, agreement or convenant contained herein, then the whole amount evidenced by said note to become immediately due at the option of the holder thereof, 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 its interests to place, and the holder should place, the said note or this mortgage in the hands of any local proceedings, they and in atther of soid cases the mortgager promises to pay all costs and expenses inof an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses including ten (10%) per cent, of the indebtedness as attorney's fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

, the said mortgagor(s), in consideration of the said debt and sum of money NOW, KNOW ALL MEN, That aforesaid, and for the better securing the payment thereof to the said mortgagee(s) according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to Me , the said mortgagor(s) in hand and truly paid by the said mortgagee(s) at and before the signing of these Presents, the receipt thereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said WILLIAM B. DUCKER, his heirs and assigns, forever:

ALL that piece, parcel or lot of land, situate, lying and being in Greenville County, S. C., known and designated as Lot No. 4 on plat of Property of Carmella T. Willingham, recorded in the RMC Office for Greenville County, S. C., in Plat Book AA, at page 55.

This mortgage is junior in rank to the lien of that mortgage given by Walter Edwin Scruggs to C. Douglas Wilson & Co., in the original amount of \$8,300.00, dated August 28, 1956, recorded in the RMC Office for Greenville County, S. C. in Mortgage Book 689, Page 309.