

FILED
GREENVILLE CO. S. C.
JAN 6 4 34 PM 1964
OLLI
K. M. D.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, we, James O. Foster and Hortense S. Foster,

(hereinafter referred to as Mortgagor) is well and truly indebted unto C. E. Robinson, as Trustee under B. M. McGee Will, his successors and assigns forever:

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of ----- Dollars (\$ 10, 500. 00) due and payable

Ten Thousand Five Hundred and No/100-----
\$100.00 on the 15th day of each and every month hereafter, commencing February 15, 1964; payments to be applied first to interest, balance to principal; with the privilege to anticipate payment after one year,

with interest thereon from date at the rate of six per centum per annum, to be paid: monthly

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of

All those pieces, parcels or lots of land situate, lying and being in the County of Greenville, State of South Carolina, on the northern side of McMakin Drive and being known and designated as Lots Nos. 100, 101 and a parcel to the rear of said lots of Block B on plat of Ethel Y. Perry Estate Property recorded in the R. M. C. Office for Greenville County in Plat Book "S", Page 193 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of McMakin Drive at the joint front corner of Lots Nos. 100 and 81 and running thence N. 5-50 W. 212 feet to an iron pin; thence S. 83-55 W. 100 feet to an iron pin; thence S. 5-50 E. 212 feet to an iron pin; thence along the northern side of McMakin Drive N. 83-55 E. 100 feet to the point of beginning.

The above is the same property conveyed to the mortgagors by Catherine L. McKinney by her deed of even date and recorded herewith.

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.