

FILED
GREENVILLE CO. S. C. \$10,000.00 net proceeds of loan
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
DONNIE S. TANKERSLEY
R.M.C.

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MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JOE E. FOSTER AND BLANCHE FOSTER

(hereinafter referred to as Mortgagor) is well and truly indebted unto SOUTHERN BANK & TRUST COMPANY

(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 Fifteen thousand Seven Hundred Thirty-nine and 20/100 Dollars, \$ 15,739.20, due and payable

in sixty (60) month installments of \$262.32 each and one final installment of \$262.32, all payable on the same date of each successive month commencing July 1, 1979 until said indebtedness is paid in full.

With interest thereon from date at the rate of 12.40 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:

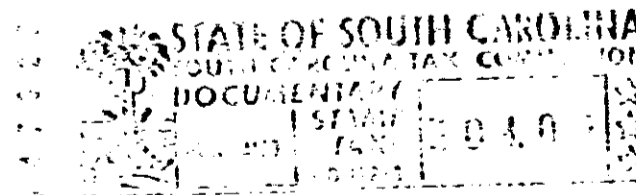
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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 Greenville, being known and designated as Lot No. 51 of a subdivision known as Colonial Hills according to a plat thereof prepared by Piedmont Engineers and Architects dated May 11, 1964 and recorded in the RMC Office for Greenville County in Plat Book 3-F at Page 102 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of East Lee Road at the joint front corner of Lots 50 and 51 and running thence with the joint line of said Lots, S. 9-00 E. 150 feet to an iron pin; running thence N. 81-00 E. 115 feet to an iron pin; running thence N. 65-05 E. 55.4 feet to an iron pin on the southwestern side of Brushy Creek Road; thence with the southwestern side of Brushy Creek Road, N. 33-55 W. 150 feet to an iron pin on the southern side of East Lee Road; thence running along the southern side of East Lee Road, S. 80-21 W. 105.1 feet to the point of beginning.

This being the identical property conveyed to the mortgagors by deed of J. Mark and Diane S. Plumblee as recorded October 7, 1975 in the RMC Office for Greenville County in Deed Book 1025 at Page 457.

This being a second mortgage and junior in lien to that certain mortgage given to Greer Federal Savings and Loan Association as recorded October 11, 1973 in the RMC Office for Greenville County in Mortgage Book 1292 at Page 723 and later assumed by the Mortgagors on October 7, 1975 and having a current balance of \$19,618.45.



Together with all and singular rights, members, hereditaments, 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.

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