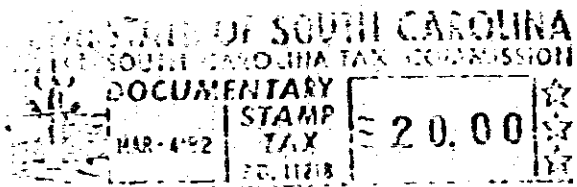


Piedmont Center  
Piedmont, SC 29673

BOOK 1505 PAGE 121



The State of South Carolina

COUNTY OF ANDERSON

To All Whom These Presents May Concern:

We, John E. Foster and Connie L. Foster

SEND GREETING

Whereas, we the said John E. Foster and Connie L. Foster

in and by our certain promissory

note in writing, of even date with

these presents, are well and truly indebted to Capital Bank and Trust Company

in the full and just sum of Fifty Thousand and No/100 (\$50,000.00) Dollars

to be paid upon such terms as more fully set out in said Note which is incorporated herein and made a part hereof.

, with interest thereon from date

at the rate of 17.00 per cent, per annum, to be computed and paid (See terms of Note)

until paid in full; all interest not paid when due to bear interest at the same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, then the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, who may sue thereon and foreclose this mortgage; said note further providing

for an attorney's fee of a reasonable amount besides all costs and expense of collection, to be added to the amount due on the said note and to be collectible as a part thereof; if the same be placed in the hands of an attorney for collection, or if said debt, or any part thereof, be collected by an attorney, or by legal proceedings of any kind (all of which is secured under this mortgage); as in and by the said note, reference being thereunto had, will more fully appear.

NOW KNOW ALL MEN, That we, the said John E. Foster and Connie L. Foster in consideration of the said debt and sum of money

aforsaid, and for the better securing the payment thereof to the said Capital Bank and Trust Company according to the terms of said note, and also in

consideration of the further sum of Three Dollars, to us the said John E. Foster

and Connie L. Foster in hand well and truly paid by the said Capital Bank and Trust Company at and before the signing 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 Capital Bank and Trust Company, its successors and assigns forever:

All that certain piece, parcel or tract of land situate, lying and being in the County of Greenville, State of South Carolina, containing 9.68 acres, more or less, on a plat dated September, 1978, of record in the R.M.C. Office for Greenville County, South Carolina, said tract having the following metes and bounds, courses and distances. Beginning at the Northermost iron pin in the middle of Greenville Pelzer Road running S 57-21 E for 297.1 ft. to iron pin, running thence N 32-18 E for 61.9 ft. to an iron pin, thence N 63-16 E 38.9 ft. to an iron pin, running thence N 32-18 E for 229.6 ft. to an iron pin, thence N 9-32 W for 390.2 ft. a branch intervening to an iron pin, running thence S 82-58 E for 396.6 ft., to an iron pin, thence running S 4-12 W for 376.5 ft. to an iron pin, branch intervening, thence running N 87-31 E for

5070  
- 1 MR4 82 365  
4.0001

10121

4328 RV-2