& Haynsworth, Attorneys at Law, Greenville, S. C.

FILED GREENVILLE CO. S. C.

The State of South Carolina,

JAN 24 10 55 AM 1953

OLLIE FARNSWORTH R. M.C.

To All Whom These Presents May Concern:

JESS FOSTER.

SEND **GREETING:**

Whereas

I , the said Jess Foster

in and by

certain

promissory

note in writing, of even date with these

presents

am

well and truly indebted to Claude Jefferies,

Four Hundred and No/100ths (\$400.00) Dollars, in the full and just sum of , to be paid ninety (90) days from date

, with interest thereon frame

date

after maturity per centum per annum, to be computed and paid after maturity six

until paid in full; all interest not paid when due to bear interest at 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; 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 his or its interests to place, and the holder should place, the said note or this mortgage, in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses, including 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.

NOW KNOW ALL MEN, That I

, the said

Jess Foster

, in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said Claude Jefferies

according to the terms of the said note, and also in

consideration of the further sum of Three Dollars, to me , the said

Jess Foster

, in hand well and truly paid by the said

Claude Jefferies

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 CLAUDE JEFFERIES:

All that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina and County of Greenville, in Austin Township, about twelve miles from the City of Greenville, on the Southwest side of the road from Greenville to Woodruff and on the Northwest side of the road which leads from that road to Simpsonville, being known and designated as Tract No. 4 on the plat of the J. M. Kilgore place made by R. E. Dalton, dated September, 1919, and recorded in the office of the R.M.C. for said County and State in Plat Book "E" at Page 189, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a stake in the center of the road from Greenville to Woodruff at the point of intersection of the road to Simpsonville, and running thence along the first mentioned road N. 39-09 W. 229 feet to a stake in the center of said road on the East corner of Pilgrim Church property; thence along said Church line S. 81 W. 1040 feet to four water oaks; thence along said Church Line N. 20-20 W. 251 feet to a stake on

(over)