

MORTGAGE OF REAL ESTATE

WALKER, KNAPP & COOKWELL CO., CHARLESTON, S. C. 14866-2-13-40

THE STATE OF SOUTH CAROLINA,)

COUNTY OF GREENVILLE.)

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, Simon Foster, of the County of Greenville, in the State aforesaid, SEND GREETING:

WHEREAS, I, the said Simon Foster am indebted in and by my certain Note--bearing date the 19th., day of January, A. D., 1942, in the sum of Three Hundred and No/100 (\$300.00) Dollars, payable to B. P. Edwards, or order Payable in full one year from date.

It is understood and agreed that this note and real estate mortgage is being given as additional security on and for a loan made to my son, Elbert Foster, by mortgagee herein, on the 17th, day of January, 1942 in the sum of Seventeen Hundred and Fourteen and 85/100 (\$1714.85) and a note and real estate mortgage for said amount given to mortgagee by Elbert Foster and that all of the first payments made by Elbert Foster on said paper shall also be credited upon this paper and that when the said Elbert Foster has paid on his said note and mortgage the sum of Three (\$300.00) Hundred Dollars then this note and mortgage is to become null and void and cancelled, as in and by said Note--reference being thereunto had will more fully appear.

NOW, KNOW ALL MEN, That I the said Simon Foster in consideration of the said debt and Note aforesaid, and the performance of the covenants hereinafter named and contained, to the said B. P. Edwards, his heirs and assigns, according to the conditions of the said Note--and also in consideration of the sum of ONE DOLLAR to me in hand well and truly paid by the said B. P. Edwards, at and before the sealing and delivery 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 B. P. Edwards and his heirs and assigns,

All that parcel, tract or lot of land being in Chick Springs Township, County of Greenville State of South Carolina, adjoining lands of Kirbie Bridwell and other lands of the grantor, and having the following metes and bounds:

Beginning on iron pin on Kirbie Bridwell line at forks of plantation road, thence N. 41 E. 2.84 chains to iron pin on northwest side of Simon Foster plantation road, thence S. 78 E. 8.00 chains to iron pin in Simon Foster's field, thence S. 41 W. 2.11 chains to iron pin on Kirbie Bridwell line, thence with Kirbie Bridwell line N. 33 W. 8.00 chains to beginning corner and containing two acres more or less, according to survey made by J. Earle Freeman, Jan 19, 1942.

This being a part of the same tract of land conveyed to me by Joel M. Jones by deed dated the 15th, day of December, 1905, which is recorded in the Office of R. M. C. for Greenville County in Vol. TTT at page 403.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging or in any wise appertaining.

TO HAVE AND TO HOLD all and singular the said Premises unto the said B. P. Edwards, and his, Heirs and Assigns forever. And I do hereby bind myself and my Heirs, Executors and Administrators, to warrant and forever defend all and singular the said Premises unto the said B. P. Edwards, and his Heirs and Assigns from and against me and my Heirs, Executors, and Administrators, and any and all other person or persons whomsoever lawfully claiming or to claim the same or any part thereof.

PROVIDED, ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these Presents, that if said Mortgagor--do and shall well and truly pay or cause to be paid unto the said Mortgagee--, or order, the said debt or sum of money aforesaid, with interest thereon, if any shall be due according to the terms of said Note--, and do and perform all of the covenants and agreements herein contained, then this Deed or Bargain, shall cease, determine, and be utterly null and void, otherwise to remain in full force and virtue.

1. It is Covenanted and Agreed, by and between the parties that the said Mortgagor--Heirs, Executors and Administrators, shall and will insure the house and all buildings on the said premises (if any there be) in such insurance company as may be approved by the said Mortgagee-- in a sum not less than None Dollars, against loss or damage by fire, and the same keep insured until the above mentioned debt is fully paid, and assign the policy to said Mortgagee--, and in case that--fail to do so the said Mortgagee--, Executors, Administrators, or Assigns may cause the same to be done and reimburse--sel--for the premiums and expenses with interest thereon at the rate of 7 per cent, and that the same shall stand secured by this mortgage.

2. It is also Covenanted and Agreed, that the said Mortgagor--shall pay as they become due all taxes by whatsoever authority legally imposed upon the property hereby mortgaged, and in case--fails so to do the said Mortgagee may cause the same to be paid and reimburse himself therefor with interest at the rate of 7 per cent, per annum, and the amount stand secured by this mortgage.

3. It is also Covenanted and Agreed, that the said Mortgagor--, his agents and tenants, shall keep the said premises in as good order and condition as they now are and not commit, waste or cut down the timber thereon, to such an extent as to impair the value of the same as a security