

FILED
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THE STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

CLERK OF COURTS
R. M. C.

To All Whom These Presents May Concern:

We, O. L. Fowler and Lucille Fowler

SEND GREETING:

Whereas, we, the said O. L. Fowler and Lucille Fowler

in and by our certain promissory note in writing, of even date with these

Presents, are well and truly indebted to W. Kenneth Foster

in the full and just sum of SEVEN HUNDRED, FORTY AND 86/100 - - - - -

(\$740.86), to be paid in semi-annual instalments of SEVENTY-FIVE AND NO/100 - (\$75.00) DOLLARS each, beginning on the 29th day of September, 1948 and continuing on the 29th day of each six-months period until the full principal balance has been paid, with privilege of anticipating payment of any part or all of the principal debt at any time before maturity.

with interest thereon from date

at the rate of SIX per centum per annum, to be computed and paid semi-annual ly

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, 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 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 attorneys' 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 we, the said O. L. Fowler and Lucille Fowler

, in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said W. Kenneth

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

consideration of the further sum of Three Dollars, to us, the said O. L. Fowler and Lucille

Fowler, in hand well and truly paid by the said W. Kenneth Foster

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 W. Kenneth

Foster, his heirs and assigns forever:

"All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, and in Greenville Township on the eastern side of Georgia avenue and being shown as the northern portion of Lot No. 2 as shown on plat recorded in Flat Book "E" at page 257, and being more particularly described by metes and bounds, to-wit:

"BEGINNING at an iron pin on the eastern side of Georgia avenue at the corner of Lot No. 3 now or formerly owned by J. W. Tallent and running thence with the line of said lot, N. 71 E. 177.7 feet to an iron pin on right-of-way of P. & N. Railway Company; thence with said right-of-way, S. 9-30 E. 70 feet to an iron pin corner of other property of C. P. Sorbet; thence in straight line through Lot No. 2 and 12.8 feet N. of Lot No. 1, S. 71 W. 178 feet to an iron pin on Georgia avenue; thence with the eastern side of Georgia avenue, N. 9-30 W. 70 feet to the point of beginning. Being the same lot conveyed to us by W. Kenneth Foster by deed of even date herewith, not yet recorded."

"Subject to all the rights and easements set out in the deed of C. P. Sorbet to W. Kenneth Foster relating to the use and maintenance

28. Paid in full November 26th 1949. C. P. Sorbet. Witness Janie L. Sorbet.

*State of South Carolina } Assignment.
County of Greenville, }
I, the undersigned, do hereby assign, set over and transfer the
within mortgage and the note secured thereby unto C. P. Sorbet,
his heirs or assigns, without recourse, this 5th day of
November, 1948.
In the presence of: C. P. Sorbet, Jr. W. Kenneth Foster.*