MORTGAGE OF REAL ESTATE-Offices of MANN & MANN, Attorne ys at Law, Greenville, S. C. GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REALEBEATANDE ! MINE 949 PAGE 547

TO ALL WHOM THESE PRESENTS MAY CONCERN. OLLIE TARRENGER HERTH R. M.C.

I, Bobby E. Foister,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Marguerite Chiles, her heirs and assigns forever:

(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

Nineteen Hundred Seventeen and 98/100-----

Dollars (\$1917.98

) due and payable

Due and payable two years from date,

with interest thereon from date at the rate of 6

per centum per annum, to be paid: annually

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

All that piece, parcel or tract of land situate, lying and being in Bates Township, Greenville County, State of South Carolina, on New White Horse Road adjoining lands now or formerly owned by I. H. Philpot and the J. M. McCall Estate and having the following metes and bounds, to-wit:

BEGINNING on a double pine in line of property now or formerly owned by John Looper and running thence N. 14 3/4 E. 9.73 chns. to an iron pin on New White Horse Road; thence with said Road S. 40 E. 5.46 chns. to a bend; thence S. 33 E. 4.45 chns. to a bend; thence S. 27 E. 2.70 chns. to an iron pin on said Road; thence N. 83 W. 9.69 chns. to the point of beginning, and containing 4.9 acres, more or less.

The above is thesame property conveyed to the mortgager by the mortgagee by deed of even date and recorded herewith.

This is a second mortgage being junior to a mortgage to Fidelity Federal Savings & Loan Association recorded in Mortgage Book 749, at Page 482.

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

39 496