

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:
DEPARTMENT OF REVENUE
FILED

WHEREAS, JACK E. FOSTER AND JOYCE C. FOSTER

(hereinafter referred to as Mortgagor) is well and truly indebted unto FOUR ASSOCIATES BUILDERS, INC.

(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 Three Thousand One Hundred Five and No/100-----

----- Dollars (\$ 3,105.00) due and payable
in equal monthly installments of \$100.00 per month commencing November 4,
1973, and continuing on the 4th day of each successive month thereafter
through and including October 4, 1974, and the balance, including any
accrued interest, due and payable on or before November 4, 1974
with interest thereon from date at the rate of 8% per centum per annum, ~~and~~ interest
having been discounted

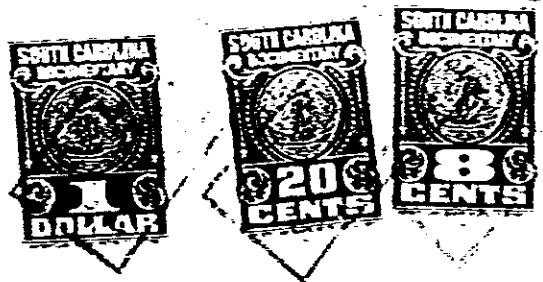
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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 Greenville at the Southeastern corner of the intersection of Burlwood Court and Eastwood Drive, being shown and designated as Lot No. 64 on plat entitled OLD MILL ESTATES SECTION II, dated June 15, 1972, prepared by Piedmont Engineers & Architects, and recorded in the RMC Office for Greenville County, S. C., in Plat Book 4R, Page 22, and having according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the Southeastern side of Eastwood Drive at the joint front corner of Lots Nos. 63 and 64 and running thence with the line of Lot No. 63, S. 21-52 E. 120.9 feet to an iron pin in the line of Lot No. 63 at the joint rear corner of Lots Nos. 64 and 65; thence with the line of Lot No. 65, S. 87-47 W. 212.7 feet to an iron pin on the Southeastern side of Burlwood Court at the joint front corner of Lots Nos. 64 and 65; thence with the Southeastern side of Burlwood Court, the following courses and distances: N. 15-00 W. 35.0 feet to an iron pin; N. 4-30 W. 58.2 feet to an iron pin; N. 40-50 E. 35.2 feet to an iron pin on the Southeastern side of Eastwood Drive; thence with the Southeastern side of Eastwood Drive, N. 86-09 E. 155.0 feet to the point of beginning.

This mortgage is junior in lien to that certain mortgage of Four Associates Builders, Inc., to Cameron-Brown Company, dated May 31, 1973 and recorded in the RMC Office for Greenville County, S. C., in Mortgage Book 1279, Page 211 on May 31, 1973, in the principal amount of \$70,250.00



Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of 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 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.

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