

LEATHERWOOD, WALKER, TODD & MANN
Mortgagee's Address: Rt. 1, Travelers Rest, S. C. 29690

via 1400 - 151

MORTGAGE OF REAL ESTATE Offices of Leatherwood, Walker, Todd & Mann, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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

GREENVILLE CO. S. C.
MAY 11 2 43 PM '79
DONNIE S. TANKERSLEY
R.M.C.

WHEREAS, JERRY E. FOSTER

(hereinafter referred to as Mortgagor) is well and truly indebted unto ROY WINFRED WOOD

(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

Eleven Thousand and 00/100-----Dollars (\$ 11,000.00---) due and payable

as per the terms of the note

with interest thereon from date at the rate of nine (9%) per centum per annum, ~~XXXXXX~~

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, the Mortgagee's heirs, successors and assigns:

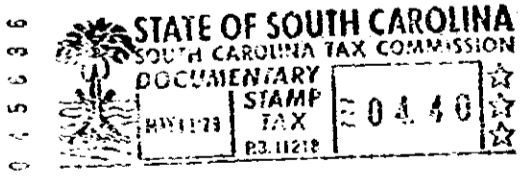
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, and being known and designated as Lot No. 2 of Brookgreen Subdivision, according to a plat recorded in the R.M.C. Office for Greenville County in Plat Book MM at Page 141, and having, according to a more recent plat entitled "Property of Jerry E. Foster" by Freeland and Associates, said plat being dated May 7, 1979, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the joint corner of Lot No. 2 and Lot No. 3 and on the Western edge of Dell Circle, and running thence with the line of Lot No. 3, S. 71-48 W. 110 feet to an iron pin in the joint rear corner of Lot No. 2 and Lot No. 1; thence with the line of Lot No. 1, N. 15-37 W. 184.7 feet to an iron pin on the Southern side of Tigerville Road; thence with Tigerville Road, N. 89-59 E. 117.6 feet to an iron pin located at the Southwestern intersection of Tigerville Road and Dell Circle; thence with the intersection of Dell Circle and Tigerville Road, the chord of which is S. 44-23 E. 42.4 feet to an iron pin on the Western edge of Dell Circle; thence with Dell Circle, S. 2-35 E. 116 feet to an iron pin, the point of beginning.

BEING the same property conveyed to the Mortgagor herein by deed of Roy Winfred Wood, said deed being dated of even date and recorded in the R.M.C. Office for Greenville County in Deed Book 1102 at Page 322.

IT is understood and agreed between the parties hereto that this mortgage is junior to and second to the mortgage given by the Mortgagor herein to Poinsett Federal Savings and Loan Association, said mortgage being dated of even date.

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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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