

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

S.C.  
MAY 19 1982  
SLEY

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

1570 431

WHEREAS, JACKIE T. FOSTER

(hereinafter referred to as Mortgagor) is well and truly indebted unto FRANK L. MAXWELL, JR.

(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 **THIRTY-NINE THOUSAND AND NO/100**-----

Dollars (\$ 39,000.00 ) due and payable

with interest thereon from May 19, 1982 at the rate of agreed per centum per annum, to be paid:  
per terms of note of even date

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, as follows:

ALL that certain piece, parcel or tract of land situate, lying and being in Austin Township, Greenville County, South Carolina and being shown as Part lot 7 on a plat of the J. F. Maxell estate by Freeland and Associates, dated March 29, 1982, and containing 18.11 acres, more or less and having the following metes and bounds, to-wit:

BEGINNING at a point in the center of South Carolina Highway No. 296, at the joint front corner of instant property and that now or formerly owned by Sarah Maxwell Bruce, and running thence with the center of said road N. 58-26 E. 100.02 feet to a point; thence N. 61-35 E. E. 114.18 feet to a point; thence N. 67-55 E. 50.48 feet to a point; thence N. 73-25 E. 135.25 feet to a point; thence N. 79-40 E. 99.84 feet to a point; thence N. 86-40 E. 99.90 feet to a point; thence S. 88-16 E. 100.07 feet to a point; thence S. 85-04 E. 99.98 feet to a point; thence leaving the road and running S. 65-16 W. 152.91 feet to a point; thence S. 21-42 E. 1684.44 feet to a point; thence S. 74-53 W. 250.85 feet to a point; thence N. 33-25 W. 1818.60 feet to a point, the point of beginning.

This is the same property conveyed to mortgagor herein by deed of Frank L. Maxwell, Sr., dated May 19, 1982 and recorded in the RMC Office for Greenville County in Deed Book 1167 at page 176.

2 MY20 82 1318

DOCUMENTARY  
STAMP  
MAY 20 1982

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.

0431

4328 RV-2