MORTGAGE OF REALSESTATE -

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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MORTGAGE OF REAL ESTATE

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TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

I, MARCELLE QUILLEN FOSTER WAGNER,

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

B. JACK FOSTER

(tereinafter 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-SEVEN THOUSAND NINE HUNDRED SEVENTY-THREE AND 94/100 Dollars (\$37,973.94) tree and payable

\$500.00 per month until paid in full.

no

with/interest thereon from

at the rate of ----

per centum per annum, to be paid:

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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, 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, City of Greenville, being shown on plat of Property of B. Jack Foster according to survey made by Carolina Surveying Company, June 20, 1979, said lots numbered 96, 97 and 98 and an unnumbered lot on Haviland Avenue and having according to said plat the following courses and distances, to wit:

BEGINNING at iron pin on Haviland Avenue at corner of property of B. Jack Foster and property of Siachos and running thence S. 73-00 E. 129.6 feet to iron pin; running thence S. 17-00 W. 76.5 feet to iron pin; running thence S. 70-56 E. 63.7 feet to iron pin; running thence with 12-foot alley S. 15-48 W. 158.5 feet to iron pin at joint rear corner of Lots 98 and 99; running along joint line of said properties N. 74-12 W. 158.5 feet to iron pin on Haviland Avenue; running thence along Haviland Avenue N. 8-10 W. 110.1 feet to iron pin; running thence N. 3-28 E. 67 feet; running thence N. 34-10 E. 80 feet to point of beginning.

This mortgage is junior in lien to that certain mortgage in favor of South Carolina Federal Savings & Loan Association in the original sum of \$35,000.00, recorded June 27, 1979, in Mortgage Book 1471, page 463.

This being the same property conveyed to the Mortgagor herein by deed of the Mortgagee herein of even date herewith.

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 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 Mortgagoe, its heirs, saor sors and assigns, forever.

The Mortgagor covenants that it is Itsefully seized of the premises hereinabove described in ree 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 Mortgagoe forever, from and against the Mortgagoe and all persons whomsoever lawfully claiming the same or any part thereof.

GREENVILLE OFFICE SUPPLY CO. INC.

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