STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

.687 page473 MORTGAGE OF REAL EST TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JACK FOSTER

(hereinafter referred to as Mortgagor) is well and truly indebted unto ALICE S. PAYNE,

C/O Ann P. Barbrey, 406 Richardson Street, Simpsonville, S.C. 29681

(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

-- TWENTY-EIGHT THOUSAND FIVE HUNDRED FIFTY & NO/100 Dollars (\$ 28,550.00) due and payable

pursuant to the 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, in Grove Township, and being known and designated as Tract 1 of the Property of G.W.L. Payne Estate, containing 19.22 acres, more or less, as shown on plat prepared by C. O. Riddle, Surveyor, dated December, 1952, and recorded in the R.M.C. Office for Greenville County in Plat Book BB at Page 140A. LESS, however, that 5 acre tract as reflected on survey prepared for Raymond L. Eubanks and Irene Eubanks, recorded in the R.M.C. Office for Greenville County in Plat Book 9-U at Page 14, and conveyed to Raymond L. Eubanks and Irene Eubanks by deed dated June 9, 1983, and recorded in the R.M.C. Office for Greenville County, S. C., in Deed Book 1190 at Page 30.

This is the same property conveyed to Mortgagor by Mortgagee by deed of even date to be recorded herewith.

Mortgagor shall have the right to prepay, without penalty, the whole or any part of the principal sum hereof at any time prior to the due date.

> TATE OF SOUTH CAROLINA SOUTH CAROLINA TAX DOCUMENTARY STAMP TAX

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 provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagor provided herein. forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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