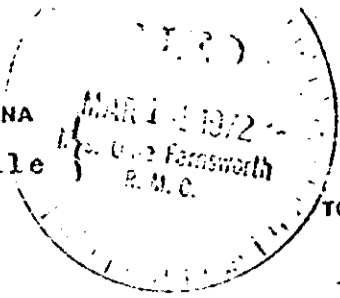


STATE OF SOUTH CAROLINA
COUNTY OF Greenville



1225 397

MORTGAGE OF REAL ESTATE

BOOK 24 PAGE 406

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Elbert Foster

(hereinafter referred to as Mortgagor) is well and truly indebted unto B.P. Edwards

(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

Two thousand nine hundred ten and no/100- - - - Dollars (\$ 2,910.00) due and payable
said land made by J. Marie Freeman on November 22, 1941. This being all of the
same tract of land conveyed to me by Simon Foster on the 17th. day of January
1942.

Greer S.C.

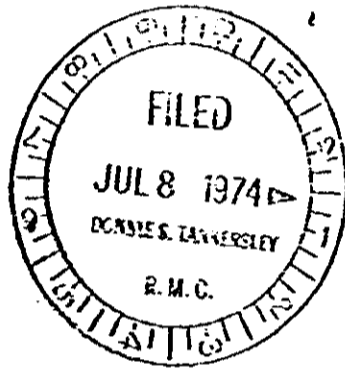
June 25, 1974

Paid and Satisfied

B P Edwards

wit: Jack Thompson

wit: Vera E. Burnett



JUL 8 1974

701

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