

STATE OF SOUTH CAROLINA,)
 COUNTY OF GREENVILLE.)

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, William E. Phillips, of Greenville, in the State aforesaid, SENDS GREETINGS:

WHEREAS, I the said William E. Phillips in and by my certain promissory note of even date am well and truly indebted to Augustus W. Smith, as Agent, in the full and just sum of Five Thousand, Four Hundred Seventy-six and 25/100 (\$5,476.25) Dollars to be paid as follows: Four Hundred Seventy-six and 25/100 (\$476.25) Dollars on January 19, 1945; and Five Hundred (\$500.00) Dollars each year thereafter for eight (8) consecutive years on January 19 of each year; and a final payment of One Thousand (\$1,000.00) Dollars on January 19, 1954; with interest thereon from date at the rate of six (6%) per cent. per annum, to be computed and paid annually until paid in full; all interest not paid when due to bear interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, then the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, who may sue thereon, and foreclose this mortgage; said note further providing for an attorney's fee of ten per cent., in case of suit or collection by or through an attorney, which, in addition to said debt, is hereby secured and made a lien on the premises, as in and by the said note or obligation and condition thereof, reference being thereunto had, will more fully appear.

NOW, KNOWN ALL MEN, That I the said mortgagor, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee, according to the condition of said note or obligation, and also, in consideration of the further sum of Three Dollar, to William E. Phillips, the said mortgagor, in hand, well and truly paid by the said mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, I, the said mortgagor, have Granted, Bargained, Sold and Released, and by these Presents do Grant, Bargain, Sell, and Release unto the said mortgagee:

All that piece, parcel or lot of land in Gantt Township, Greenville County, State of South Carolina, and located about five (5) miles Southwest of the City of Greenville, beginning at a pipe in the old Settlement Road, where this property joins the property now or formerly of C. C. Good and property now or formerly of A. L. Jones; and running thence S. 63-0 E. 255.4 feet to a pipe; thence S. 73-0 E. 122.3 feet to pipe; thence crossing Grove Creek N. 52-0 E. 228.8 feet to a pipe; thence N. 89-50 E. 122 feet to a stake; thence N. 74-05 E. 255 feet to pipe on edge of transmission line; thence with the old Settlement Road N. 78-00 E. 368 feet to a pipe; thence with said Road N. 76-35 E. 388.5 feet to pipe; thence N. 83-33 E. 173.0 feet to pipe; thence S. 68-55 E. 188 feet to pipe; thence S. 00-50 W. 2037.6 feet to a stone, thence N. 85-00 W. 2094.5 feet to a stone, corner of this property and that now or formerly of C. C. Good, and also that now or formerly of C. C. Hindman; thence N. 4-00 E. 1688 feet to the beginning corner; said tract of land containing eighty-six and thirty-five hundredths (86.35) acres, more or less, as shown on a plat of the property of Aug. W. Smith made by Dalton and Neves August 1926; and being the same property conveyed me by Befamp, Inc. by deed dated January 19, 1944 and to be recorded herewith.

The within mortgage is given to secure a portion of the purchase price of the within premises.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises unto the said mortgagee, his heirs, successors, administrators, executors and assigns forever. And I, the said mortgagor, do hereby bind myself, my Heirs, Successors, Executors and Administrators, and Assigns, to warrant and forever defend all and singular the said premises unto the said mortgagee, his Heirs, Administrators, Executors, Successors and Assigns, from and against me and my Heirs, Executors, Successors, Administrators and Assigns, and all persons whomsoever lawfully claiming or to claim the same, or any part thereof.

And, the said mortgagor, his Heirs, Successors, Executors, Administrators, and Assigns hereby specifically agree and covenant to do and perform the following acts and to comply with the following conditions:

1. To pay all taxes, charges, public rates or assessments on the above described property, as and when due, and before any of them become delinquent.

2. To make or permit no waste, alteration or removals of any improvements, now or hereafter on the said property without the mortgagee's written consent.

3. To insure the house and buildings now or hereafter erected on the said lot or lots in the sum of not less than its insurable value Dollars, and to pay for the said insurance, and keep the same insured from loss or damage by fire, and in such other forms of insurance as may be required by the mortgagee, and assign the said