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BOOK 540 PAGE 250

THE STATE OF SOUTH CAROLINA

COUNTY OF Greenville

To All Whom These Presents May Concern:

SEND GREETING:

, the said R. M. Phillips Whereas,

certain promissory in and by my

note in writing, of even date with these

Presents, am

well and truly indebted to | Malcom W. Curter

in the full and just sum of Six Hundred (\$6.0.00) Dollars

, to be paid as follows: Fifty (\$50.00) Dollars on October 17 and Fifty (\$50.00) Dollars on the 17th of each month thereafter until paid in full

. with interest thereon from September 17, 1952

at the rate of Six per centum per annum, to be computed and paid monthly

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. 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; and in case said note, after its maturity, should be placed in the hands of an attorney for suit or collection, or if before its maturity it should be deemed by the holder thereof necessary for the protection of his interests to place and the holder should place the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses including 10 per cent. of the indebtedness as attorneys' fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW KNOW ALL MEN, That I , the said R. M. Phillips

, in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said

Malcom W. Carter

according to the terms of the said note, and also in

consideration of the further sum of Three Dollars, to me, the said Mortgagor

, in hand well and truly paid by the said Mortgagee

at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained,

sold and released, and by these Presents do grant, bargain, sell and release unto the said Malcom W. Carter:

All that certain piece, parcel or lot of land situate, lying and being on the Southern side of Durham Street, near the city of Greenville County of Greenville, State of South Carolina, known and designated as lot No. 16 on plat of resubdivision of Central Realty Corporation property made by Pickell & Pickell, June 20, 1946, recorded in the R. M. C. Office for Greenville County in Plat Book B, page 199, and having the following metes and bounds, to-wit:

BEGINNING at a stake on the Southern side of said Durham Street witch is the joint corner of lots Nos. 15 and 16, and running thence with said Durham Street, N. 69-30 E. 60 feet to a stake at the joint corner of long Nos. 16 and 17; thence along the joint line of said lots Nos. 16 and 17, S. 22-00 E. 150 feet to a stake at the joint rear corner of lots Nos. 16 at 17 thence S. 69-30 W. 60 feet to a stake at the joint rear corner of lots 16 and 15; thence along the joint line of said lots Nos. 15 and 16, N. W. 150 feet to the point of beginning, stake at the joint corner of lots 15. 15 and 16 on the said Durham Street.

This being that piece, parcel, or lot of land conveyed to me by Central Realty Corporation and recorded in Book of Deeds, Vol. 303 at page 253, Register of Mesne Conveyence for Greenville County, S. C.

gister of Mesne Conveyence for Greenville County, S. C. This mortgage is subject and subordinate to a mortgage on the above real estate given by DeWitt Lesley to Cenal Insurance Co. and recorded

Co. on the 15th day of Oct. 1946 recorded in Hook of Moregages vo.

Gail in Jull.

Asitness: Feb. 20-1953.

Olifford Bridwell Malcom W. Carter.

Ross. L. Sullivan.