FEB 13 10 50 AM 1961

THE STATE OF SOUTH CAROLINA

COUNTY OF Greenville

To All Whom These Presents May Concern:

SEND GREETING:

, the said Joe A. Phillips & Lavonia J. Phillips

in and by a certain promissory

note in writing, of even date with these

Presents, are well and truly indebted to Marshall E. Carrett

in the full and just sum of Twenty-Seven Hundred Fifty and no/100-Dollars

payment of \$50.00 on the 1st day of each and every successive month thereafter until paid in full. Interest to be computed and paid monthly in addition to the \$50.00 payment.

, with interest thereon from February 10, 1961

at the rate of 6% 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 Interest at same rate as principal; and it 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. 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 We , the said Joe A. Phillips and Lavonia J.

Phillips,

, in consideration of the said debt and

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

Marshall E. Garrett

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

consideration of the further sum of Three Dollars, to us , the said Joe A. & Lavonia J.

, in hand well and truly paid by the said Marshall E. Garrett

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 Marshall E. Garrett, his heirs and assigns forever .

All that certain piece, parcel or lot of land in Bates Township, Greenville County, State of South Carolina, situate on the East side of Cleveland Ave., in the Town of Marietta, S. C., and described as follows according to Plat of property made by T. T. Dill, L.S. #104 on Oct. 14, 1958. Said lot numbered 18-A on Plat.

BEGINNING on a iron pin on the East side of Cleveland Avenue, and running thence N.68-OOE. 145 feet to a iron pin; thence N. 23-55 W. 91.4 feet to iron pin; thence S. 81-45 W. 111 feet to iron pin on Cleveland Avenue; thence with Cleveland Avenue S. 6-30E. 125 feet to the beginning corner, more or less.

This being a part of the same conveyed to Joe A. & Lavonia J. Phillips by deed of P. D. Jarrard on Oct. 22, 1940, recorded in RMC Office for Greenville County in Book 226, Page 273.

PATISTING AND CANCELLED OF ELCORE Lie Farmewart R. M. C. FOR GREENVILLE COUNTY, S. C. 17.2.12 O'CLOCK 1 M KI 1.2 4