

DEC 4 11 53 AM 1967

BOOK 1078 PAGE 160

State of South Carolina,

COUNTY OF GREENVILLE

PHILLIP D. LUCAS AND JEAN H. LUCAS

SEND GREETING:

WHEREAS, we the said PHILLIP D. LUCAS AND JEAN H. LUCAS

in and by OUR certain promissory note in writing, of even date with these presents are well and truly indebted to THE PEOPLES NATIONAL BANK

in the full and just sum of Ten Thousand Five Hundred and No/100 (\$10,500.00) DOLLARS, to be paid at 100 W. Washington St. in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of six & 3/4ths (6-3/4%) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the first day of February, 1968, and on the first day of each month of each year thereafter the sum of \$92.93, to be applied on the interest and principal of said note, said payments to continue up to and including the first day of December, 1982, and the balance of said principal and interest to be due and payable on the first day of December, 1983; the aforesaid monthly payments of \$92.93 each are to be applied first to interest at the rate of six & 3/4ths (6-3/4%) per centum per annum on the principal sum of \$10,500.00 or so much thereof as shall, from time to time, remain unpaid and the balance of each monthly payment shall be applied on account of principal.

All installments of principal and all interest are payable in lawful money of the United States of America; and in the event default is made in the payment of any installment or installments, or any part hereof, as therein provided, the same shall bear simple interest from the date of such default until paid at the rate of seven (7%) per centum per annum.

And if any portion of principal or interest be at any time past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, then the whole amount evidenced by said note to become immediately due, at the option of the holder thereof, 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 its 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 ~~the reasonable cost of the suit~~ attorneys' fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt. a reasonable

NOW, KNOW ALL MEN, That we, the said PHILLIP D. LUCAS AND JEAN H. LUCAS

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said THE PEOPLES NATIONAL BANK according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to us, PHILLIP D. LUCAS AND JEAN H. LUCAS, the said mortgagors

in hand and truly paid by the said THE PEOPLES NATIONAL BANK at and before the signing of these Presents, the receipt thereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said THE PEOPLES NATIONAL BANK

All that certain piece, parcel or lot of land situate lying and being in the County of Greenville, State of South Carolina containing one acre, more or less, as shown on plat entitled "Property of PHILLIP D. LUCAS" dated October 6, 1967, prepared by Jones Engineering Services, recorded in the R. M. C. Office for Greenville County, South Carolina in Plat Book VVV, page 45. and having according to said plat the following metes and bounds:

BEGINNING at a point on the western side of Parkins Mill Road at the easternmost corner of property now or formerly owned by W. T. Cassel, Jr. (presently occupied by Southeastern Freight Lines) and running thence with the line of said property S 28-00 W. 350 feet to a point; thence S 62-00 E 75 feet to a point; thence N 60-13 E 257.4 feet to a point on the western side of Parkins Mill Road; thence with the western side of Parkins Mill Road N 26-00 W 85 feet to a point, N 30-12 W 85 feet to a point and N 34-20 W 80 feet to the point of beginning.

This is the identical property conveyed to the Mortgagor herein by deed of Odis C. Raines, Jr. dated October 11, 1967 recorded in the R. M. C. Office for Greenville County, South Carolina in Deed Book 830 page 471.